REQUEST FOR PROPOSAL #98-069

[Revised per Addenda No. 1 (April 2, 1999), No. 2 (May 7, 1999), No. 3 (June 2, 1999), & No. 4 (June 11, 1999)]

Central Puget Sound Regional Fare Coordination Project Smart Card System Procurement

Volume 1 of 2

Division I: Contract Terms and Conditions Division II: Services Specifications



Issue date: February 16, 1999

This Proposal is funded in part by the Federal Transit Administration (FTA).

Neither FTA nor the Federal Government are party to obligations or liabilities with the Contractor.

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Central Puget Sound Regional Fare Coordination Project Smart Card System Procurement

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DEFINITIONS

Words and terms shall be given their ordinary and usual meanings. Where used in the Request for Proposals and in the Contract, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance - Formal action of the Association in determining that the Contractor's work appears to have been completed in accordance with the Contract.

Act of Nature - A phenomenon of nature, such as an earthquake, flood or cyclone.

Addenda - Written additions, deletions, clarification, interpretations, modifications or corrections to the RFP issued by the Association during the Proposal period and prior to the date and time established for submittal of Proposals.

Agency or Agencies- The term to be used when referring to one or more of the participating public transportation agencies.

Alternative- An approach or specific method of implementing a system or function to meet or exceed stated requirements.

Association - Refers to King County, Community Transit, City of Everett, Kitsap Transit, Pierce Transit, Sound Transit and the Washington State Ferries, which are the participating public transportation agencies acting in association as the contracting parties to enter into the Contract with the Contractor for the Work that is identified in the Specifications. A lead agency will perform contract administration and provide a single point of contact for the Contractor.

Audit - An examination of records or accounts to verify accuracy and status.

Authentication - A technique to confirm the identity of a card or a computer system.

Automated Clearing House - A funds transfer system operated in the U.S. by the Federal Reserve and national and regional banking industry service providers that provides automated next-day inter-bank clearing and settlement of participating depository institutions' bulk electronic payments.

Best and Final Offer (BAFO) - A Best and Final Offer shall consist of the Proposer's original Proposal, any supplemental information submitted by the Proposer at the request of the Association, and the Proposer's Best and Final Offer.

Buyer - Individual designated by the Association to conduct the RFP process and support the Contract Administrator during Contract performance.

Cardholder - The end user of the RFCS card.

Change Order - Written order issued by the Association, with or without notice to sureties, making changes in the Work.

Clearinghouse System (CHS)- The central revenue and ridership data management systems, hardware and software.

Closed System - A system operated solely for the purposes of public transit fare collection and vending.

Contract or Contract Documents - The writings, drawings and other documents embodying the legally binding obligations between the Association and the Contractor for completion of the Work under the Contract.

Contract Administrator - The individual designated by the Association for contract administration.

Contract Price - Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Work under the Contract.

Contract Period - The period and time during which the Contractor shall perform the Work under the Contract.

Contract Time - Number of calendar days and/or the intermediate and final completion dates stated in the Contract for the completion of the Work specified in the Contract.

Contractor - The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the Association for the performance of Work under the Contract.

Contractor's Representative - The individual designated in writing by the Contractor to act on its behalf under the Contract.

Core Requirement - A technical requirement fundamental to the Regional Fare Coordination System.

Credit Card - A card that enables the cardholder to make transactions against a credit account established with the card issuer.

Day - Calendar day.

Debit/ATM Card - A card used to make transactions that are linked to the cardholder's bank account.

Intellectual Property - shall mean copyrights, patents, trade secrets and any other forms of proprietary rights in products of the mind, including but not limited to software, inventions, discoveries, system designs, information, training manuals, works of authorship, databases and other information in any form or medium.

Issuer - A member of an interchange system that issues cards.

Month - The period commencing on the first day of a calendar month and ending at the beginning of the first day of the next succeeding calendar month.

Off-line - Not connected to a telephone or other communications network.

On-line - Connected to a telephone or other communications network.

Open System - A card system which allows for single or multiple electronic purses to make payment for transit fares and other goods /services and additional non-transit related applications.

Option or Optional - An item that the Association may elect to have the Contractor provide, may decline, may elect to have done by others, or may change the quantity of.

Person - Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Proposal Evaluation Team (PET) - Team appointed by the Association to evaluate the Proposals, conduct discussions, determine which Proposals are within the competitive range, call for Best and Final Offers, score the Proposals and make recommendations on award of the Contract.

Proposed Work Change (PWC) - A written document issued by the Contract Administrator, or his/her designee, to the Contractor identifying contemplated changes in the work and requesting a price proposal and schedule impact analysis from the Contractor; such a document shall not be interpreted or construed to constitute a change order.

Proposer - Individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a Proposal to perform the Work described in this RFP.

Proposer's Representative - The individual designated in writing by the Proposer to act on its behalf during the Association's evaluation of Proposals.

Provide - Furnish without additional charge.

RCW - The Revised Code of Washington.

Regional Fare Coordination System (RFCS) - All systems, equipment and work to be provided under this Contract, including but not limited to, fare collection, fare vending and data/revenue reconciliation.

RFP - The documents issued by King County on behalf of the Association calling for Proposals on the Regional Fare Coordination Project, including all addenda issued by or on behalf of the Association.

Reference Documents - Reports, specifications, and drawings that the Association identifies or makes available to Proposers for information and reference in preparing Proposals but not as part of the Contract, unless specifically incorporated into the Contract.

Revalue - The initial valuation of a fare card with a pass or stored value, addition of a new pass or stored value, or extension of the period of time for which a pass is valid.

Shall or Will - Whenever used to stipulate anything, shall or will means mandatory by either the Contractor or the Association, as applicable, and means that the Contractor or the Association, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Smart Objects - Devices that have an embedded contactless IC chip and antenna and provide limited functionality. Examples include watches, key chains or wrist bands.

Specifications or **Contract Specifications** - Written descriptions of the Work to be performed, as included in the Request for Proposals and contained in the Contract.

Subcontractor - An individual, association, partnership, firm, company, corporation, or joint venture entering into a contract or an agreement with the Contractor to perform any portion of the Work covered by the Contract. As used in this document, the term Subcontractor shall also include each entity which is a member of a Contractor that is formed as a partnership, joint venture, or other consortium.

Submittals - Information submitted by the Contractor to the Buyer or Contract Administrator in accordance with the requirements in this document.

Subsection - For reference or citation purposes, subsection shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator.

Tag - The interaction between an RFCS card and an FTP initiated by the cardholder.

Work - Every act and thing to be done and provided in order to fulfill the Contract.

ACRONYMS

ACH Automated Clearing house

AFC Automated Fare Collection

ARK Automated Revalue Kiosk

ATM Automated Teller Machine

AVL Automatic Vehicle Location

CDR Conceptual Design Review

CDRL Contract Deliverables Requirements List

CHS Clearinghouse System

CSO Customer Service Office

CSR Customer Service Representative

CT Community Transit

DACS Data Acquisition Computer System

DBE Disadvantaged Business Enterprise

EFP Electronic Fare Payment

ET Everett Transit

FAT Factory Acceptance Test

FDR Final Design Review

FHWA Federal Highway Administration

FTA Federal Transit Administration

FTP Fare Transaction Processor

IEEE Institute of Electrical and Electronics Engineers

ISO International Standards Organization

JDB Joint Decision-Making Board

KC, KCM King County, acting through its Metro Transit Division

KT Kitsap Transit

LRT Light Rail Transit

MOHBF Mean Operating Hours Between Failure

MTBF Mean Transactions Between Failure

MTTR Mean Time To Repair

ODBC Object Database Connection

OFM Office of Financial Management

OST Office of the State Treasurer

PC Personal Computer

PDR Preliminary Design Review

PET Proposal Evaluation Team

POS Point of Sale

PT Pierce Transit

PWC Proposed Work Change

RCW Revised Code of Washington

RF Radio Frequency

RFCP Regional Fare Coordination Program

RFCS Regional Fare Coordination System

RFP Request for Proposal

RPT Regional Planning Team

SQL Structured Query Language

ST Sound Transit

TVM Ticket Vending Machine

USDOT United States Department of Transportation

WAC Washington Administrative Code

WSF Washington State Ferries

KING COUNTY

REQUESTS FOR PROPOSALS

RFP NO. 98-069

RFP Submittal Date: May 11, 1999

An association of public transportation agencies including City of Everett, Community Transit, King County, Kitsap Transit, Pierce Transit, Sound Transit and the Washington State Ferries is seeking proposals from qualified firms for the provision of a common fare collection system utilizing a contactless smart card interface. Proposals will be received by King County, at its Procurement Services Division, Exchange Building Branch (M/S-71), Seventh Floor of the Exchange Building, 821 Second Avenue, Seattle, Washington 98104-1598 until 4:00 p.m. Seattle time on Tuesday, May 11, 1999.

Any contract awarded pursuant to this RFP will be partially funded by the Federal Transit Administration (FTA). Neither the FTA nor the Federal Government shall be a party to this RFP or any contract or subagreement awarded pursuant to this RFP. This procurement and any resulting contract will be subject to regulations contained in 49 Code of Federal Regulations (CFR) Part 18 and the applicable grant agreement between the Association and the FTA.

A Pre-proposal Conference will be held at 9:00 a.m. on Wednesday, March 17, 1999 in the Exchange Building, conference room 3B, Third Floor, 821 Second Avenue, Seattle, Washington. All prospective Proposers are strongly encouraged to attend. Prospective Proposers may send written questions concerning this RFP by fax to (206) 684-1470 or by mail to the address set forth below to Steve Cole, Supervisor, Procurement Services Division, Exchange Building Branch, no later than March 12, 1999. Questions submitted after that date may not be responded to by the Association. Copies of questions from prospective Proposers and answers from the Association will be provided to all prospective Proposers who received an RFP not less than ten days prior to the submittal date for Proposals.

The Request for Proposal document is available at the following web site: http://transit.metrokc.gov/programs_info/smartcard/smartcard.html

Information about the RFP process may be obtained by contacting the undersigned at phone number (206) 689-5246 or by FAX number (206) 684-1470, or in person at the above address.

The Association reserves the right to reject any and all Proposals or parts thereof, and to waive informalities or minor irregularities.

This RFP is available on request in accessible formats for people with disabilities by calling (206) 684-2046 or (206) 689-3413 (TDD).

King County

Steve Cole Phone No.: (206) 689-5246

Supervisor, Procurement Services Division, Fax No.: (206) 684-1470

Exchange Building Branch

Dates of Publication: February 16 and February 23, 1999

Mukitled SNOHOMISH Bellevue KITSAP Bremerte KING ■ Tacoma PIERCE Central Puget Sound Region Regional Fare Coordination Project

Figure I-1: Regional Map

INTRODUCTION AND PROJECT DESCRIPTION

This section provides a narrative description of the Association's current operating and contracting vision for the Regional Fare Coordination Project: Smart Card System Procurement. To a great extent, the operating vision is a reflection of the smart card industry in that this vision has evolved as new, viable opportunities and solutions become available. Because of rapid technology advances, the actual implementation of the Regional Fare Project in the year 2001, may likely contain aspects which cannot be described today.

The core Project requirement is to introduce a common fare collection system for seven transportation agencies, utilizing a contactless smart card interface, which will replace current fare collection media. However, the Association's strategy has evolved from a traditional "closed" system for transit fare collection purposes only, to a much more "open" concept. The Association defines an open card system as one which allows for one or more electronic purses to make payment for transit fares and other goods and services and additional non-transit applications. Consistent with this definition, the Association anticipates technology proposals which utilize a dual interface card.

About the Central Puget Sound and Project Partner Agencies

The seven agencies in the Association are: Community Transit, Everett Transit, Kitsap Transit, King County and Pierce Transit, each of which provides bus and vanpool services; the Washington State Ferries which provides foot passenger service at five terminals in the first stage and full passenger and auto revenue collection at 19 terminals in a later stage; and Sound Transit, which will provide bus "Regional Express", commuter rail "Sounder" and light rail "Link" services. These public transportation providers serve 3.1 million residents in the four-county Central Puget Sound Region of Washington State. The Central Puget Sound has a robust economy, focusing on aerospace, technology, forest products and Pan Asian trade.

Transportation is an issue of paramount public policy concern and creating a regional "seamless" fare system is a policy directive. The greater Seattle area is the sixth most congested urban area in the United States and significant resources have been dedicated to regional planning and congestion mitigation measures. The region recently voted to fund a \$3.9 billion dollar package of rail and bus improvements under the Sound Transit service umbrella. All of the agencies expect continued ridership and system growth. (Please see Figure I-1 for a map of the region).

Collectively, the agencies generate approximately 120 million passenger trips per year and over \$150 million dollars in passenger revenues. Fifty to sixty percent of that revenue is currently pre-paid in the form of tickets or passes which would immediately convert to the smart card medium. Additionally, the Association plans

fare incentives to encourage infrequent riders and cash customers to carry smart cards and use the electronic purse to make fare payment.

The initial card distribution is estimated to be 500,000 to one million, contingent upon institutional account policies. Once the smart card system is fully operational, smart card and physical cash will be the primary payment methods for all agencies.

Fare Policy Relationships

It is important that Proposers understand the fare policy relationships among the agencies. In this document, there are references to "the region" which refers to all seven agencies in the Association and to the "Sound Transit-service area," which encompasses five of the seven agencies.

Sound Transit-Service Area Fare Policies

Five of the seven agencies operate within the Sound Transit-service area, i.e. the east Puget Sound area of Snohomish, Pierce and King Counties. The agencies include: Sound Transit, Community Transit, Everett Transit, King County and Pierce Transit. Sound Transit is a regional transit authority with the responsibility to provide express bus, commuter and light rail services. In September of 1999, the Sound Transit-service area agencies will introduce a common pass structure, transfer upgrade and revenue reconciliation policies. At the same time, Sound Transit will introduce its Regional Express bus and Sounder commuter rail service from Tacoma to Seattle.

These Sound Transit-service area fare policy and service innovations, planned for September of 1999, are linked to the introduction of the regional smart card fare collection technology in 2001 per the following:

- The agencies will replace their current individual passes (on a pre-smart card interim basis) with common passes based on value, that will be sold and used by the five Sound Transit service-area systems. The fare medium will be a combination of magnetic and "flash" passes. Revenue reconciliation will be achieved by using pass sales and ridership survey data. This interim system will operate at some considerable financial risk to the agencies relative to revenue reconciliation. For this reason, it is imperative that the regional smart card system be operational at the earliest possible date in order to provide accurate ridership data and revenue reconciliation integrity.
- Sound Transit will introduce its Sounder commuter rail service using a paper magnetic stripe ticket provided by its Ticket Vending Machine (TVM) vendor. This paper ticket fare collection system will only be used on the Sounder service and will be replaced by the regional smart card system when it is introduced in 2001. The initial Sounder TVMs, back office "central data collection system"

(CDCS), must be integrated with, or replaced by, the new regional smart card fare system.

Regional Fare Policies

The entire seven-agency region plans to adopt common customer service policies and transfer incentives between Kitsap Transit, Washington State Ferries and the Sound Transit-service area agencies. Additionally, the Association will introduce a single identity program - logo, program name, and graphic treatment for the regional fare system.

About the RFP Document

This RFP is laid out in three primary divisions. These are designed as building blocks to help prospective Proposers understand the large and complex project scope:

- Division I includes the overall Table of Contents (each Division has a more detailed Table of Contents), this Introduction, the Business Rules and Policies, the Proposal Preparation, Evaluation, and Contract Award provisions, the Contract Terms and Conditions, Insurance provisions and the Federal Transit Administration (FTA) Requirements. The information in Division I provides critical context for prospective Proposers to fully comprehend the subsequent system information on Services and Equipment.
- Division II includes a description of all baseline and potential contracted services. Baseline services are clearinghouse functions to provide regional revenue data collection, reconciliation and reporting and a network of card revalue opportunities. A number of additional services will be considered providing they are well-conceived and competitively priced. It is imperative to the Association that the future system operating costs represent a demonstrable improvement in customer service and sound return on investment. The revalue network is included as one of these services. Another service of particular concern to the Association is the handling of "Institutional Accounts". These accounts are employers, schools, social service agencies and WSF commercial accounts who sell and/or subsidize agency fare media. It is critical that business solutions for handling these accounts provide improved quality of service and customer convenience to ensure market growth, i.e. increased ridership.
- **Division III** includes the system equipment. Generally, the agencies may own or lease the on-board bus, rail station or ferry terminal, back office and customer service office equipment. Technical challenges of note in this section are the "Smart Bus" on-board integration desired by King County and Sound Transit, and the accommodation of the agencies' complex fare policies.

Project Objectives

The primary project objective is to introduce a common fare collection system that uses one card to access the services of seven transportation agencies. The key objectives, by which the success of the project will be measured, are noted below. (Please see Figure I-2 for a complete list of project objectives) The proposal evaluation process will reflect responsiveness to these and other objectives. The project should:

- increase ridership and customer convenience
- increase agency revenues
- reduce operating costs, or provide demonstrable added value for cost increases

The objective which addresses operating costs is of paramount concern. The Association must demonstrate significant return on investment. Analysis to date shows that by adding new costs for transaction fees, operating costs may increase. Any such increase must be directly attributable to significantly enhanced ability to meet the regional objectives described above. Many benefits to the planned fare collection system are not measurable, as they comprise as yet unexplored customer and business opportunities for the transit industry. Simply be aware that operating cost matters significantly and Proposals will be scored accordingly.

In addition to transportation objectives, it is the Association's intent to encourage Proposals which provide for non-transit related multiple applications. Initially, this may be an "open" electronic purse which may be used for retail or Internet purchases as well as transit fare payment, or the capability to use the card with a public phone, etc. Eventually, as the smart card market matures, other applications may be added which provide customer convenience and enhance the value to all card holders. The Association considers these additional uses an important marketing strategy to reach new customers and ensure that "fare media" is always in their pocket. It is highly desirable that additional card uses may reduce the system operating costs and provide savings to the Association.

Given the broad scope of the RFP, the Association expects proposals which phase in some system components over time. The Association's priorities are: fare collection on all mainline services and revalue capability at customer service offices, TVM's and ARK's, institutional account revalue, all other revalue opportunities, non-fare collection applications, paratransit and vanpool. It is imperative that institutional accounts have business solutions which provide low cost and minimal administrative effort operating strategies. Proposals should clearly demonstrate that additional card applications do not displace the transit priorities in the system deployment.

Schedule

Regional Project Primary Roll-out

The proposed schedule is to deploy the regional fare system on mainline (bus, commuter rail and passenger ferry) services by March 31, 2001. This is a target milestone for planning purposes. The actual date will be determined at the time of contract award. As previously noted, the smart card system is critical to the financial integrity of the regional fare policies. In this regard, the Association has taken several actions to support a successful and timely roll-out. These include:

- Diligent effort to clarify the customer service policies and business architecture
- Significant system financing secured
- Issuance of a Draft RFP for industry review to identify and clarify proposal ambiguities and to allow flexibility for alternative technical solutions
- Knowledgeable technical staff within each agency to work with the Contractor's design team
- Commitment and support of state and local elected officials, agency governing boards and councils and agency senior management to ensure project completion in a timely manner
- Experienced and dedicated agency staff representation on all project planning teams

Following the regional roll-out on mainline services, Pierce Transit, Kitsap Transit and King County will conduct a 10-vanpool demonstration and King County will implement smart card fare collection on its ADA paratransit service.

Sound Transit and Washington State Ferries 2003 Plans

Currently, the next major smart card fare program growth would occur in the year 2003. At that time, Sound Transit plans to commence revenue service for the first leg of the "Link" light rail line from Seattle's University District to Sea-Tac Airport, and Washington State Ferries may commence a plan to include smart card vehicle toll booth fare collection, replace its point of sale system and transfer all commercial account activity to the institutional program. WSF would expand its smart card fare collection activities from five to 19 terminals. Please see Appendix A, Exhibit 8.5, page 71 for a description of the Washington State Ferries "Stage 2" expansion plans.

Association Relationship with the Contractor

Contracting Relationship

King County is acting as the lead Agency in the Association in conducting this procurement. Each agency will fully participate in the proposal evaluation and contract award process. The Association requires proposals from Proposers which are capable of providing the entirety of the Work through subcontracts or other arrangements with qualified, experienced and capable firms.

The agencies are developing a contracting model under which one agency would take the lead for general administration of the contract. Each agency would be a signator to the contract and each agency will appoint a site manager to coordinate implementation at its facilities and liase with the lead agency. All primary communication and direction with the contractor, relative to the execution of the RFCS contract at all sites of all agencies, will be with the lead agency.

However, each agency has the option to enter into contracts for non-RFCS smart card applications, provided those applications do not negatively affect the scope, schedule and budget of the regional fare collection application. Contractor communication, with regard to these non-fare applications, would be direct with the sponsoring agency.

Card Issuer

The Association sees pros and cons to being the card issuer and consider this point negotiable. However, the current preference is that the Contractor assume the role of primary card issuer and may confer secondary issue rights to the Association. The salient points that the Association requires are:

- Control of the transportation application and the flexibility to change fare policy and procedures at their discretion
- Sufficient memory to accommodate future fare collection-related applications for the Association and institutional accounts
- Sufficient memory to accommodate other transportation agencies who may join the Association in the future. While no specific plans are currently underway, these may include the City of Seattle Monorail, the proposed Narrows Bridge Toll Authority in Tacoma or Intercity Transit in Olympia.

Multiple Applications

Non-transit General Purpose

The Association encourages Proposals which provide for current and future applications of interest and benefit to the general public. However, the Contractor must place the highest priority on the implementation of the transportation application. The Regional Fare Project schedule is aggressive and driven by state and local elected official public policy commitment to deliver a regional seamless fare system at the earliest possible date, preferably no later than March 31, 2001. The Proposer's system design and implementation plans must be sensitive to the schedule impacts associated with its non-fare related multiple applications.

Campus Applications

Several colleges and universities in the region have expressed interest in future expansion of the RFC smart card to a multi-application "campus card". Such contractual arrangements are not part of this procurement. However, this RFP has been written with provisions to allow public organizations, providing the organizations' state and local regulations allow, to utilize an Interagency Procurement Agreement to use the Association's contract to meet the organization's future business needs related to the regional smart card system.

The Association has advised educators that our recommended course is to allow the public transportation smart card to be established. Once the technical standards, operating guidelines and costs are clear, they could then consider developing their own campus card that meets the unique need of its organization and is compatible with the RFC system. In the interim, schools may elect to introduce the RFC smart card as a "carrier" card for a number of legacy systems, i.e. stickers, bar codes or magnetic stripes that function with its current campus services. The additional production costs for these cards would be born by the campus.

Card Technology

The transportation applications require a contactless interface. However, because of the desire to partner with commercial interests and allow non-fare collection applications, the Association understands that a dual interface card (a card that functions in both contact and contactless modes) will likely be proposed and this is acceptable. The primary card issued will be fully functional and held by the customer for a number of years. Ideally, additional applications could be added to a card after the initial point of issuance.

To supplement the fully functional, primary regional card, an option is to also provide a limited functionality, low cost disposable card and/or smart "object", such as a

watch or wristband. These options would be used for target market applications such as visitors, special needs human service clients or stadium applications. The disposable card or smart object need only have limited functionality, e.g., a fixed value decrement-only electronic purse or designated-period pass.

System Financing

The Association is willing to consider a range of system purchase and financing approaches provided the approaches are adequately described in the Proposal. The project funding sources are state and federal grants and direct allocations from each agency's operating and capital budgets. The project requires a mix of services and equipment. These functions may generate a variety of technical and business solutions with a range of cost possibilities. It is in the Associations' best interest to examine financing schemes, and then make a determination as to the most advantageous disposition of public funds. The cost evaluation section addresses both purchase and lease options. Additional financing proposals may be suggested.

Regional deployment of a multiple application smart card has largely been made possible by the Associations' initiative and considerable investment to date to establish the business environment, public acceptance and institutional endorsement for the fare program and smart card technology. Therefore, the Association will score favorably those Proposals which provide financial consideration to the agencies from all electronic purse float earnings and additional non-transportation revenue generating applications added to the card. Such financial consideration may take the form of transaction or service fee reductions, or other scenarios suggested by the Proposer.

Customer Vision

Significantly improved customer service and convenience is of paramount concern. Customers fall into two primary groups, i.e. individual customers and institutional accounts. Institutional accounts are those organizations, such as employers, universities, human service agencies who distribute to and usually subsidize all or a portion of the cost of the agencies' fare media for their constituents. On the whole, these institutional accounts represent the majority of passes held in the region. These types of accounts significantly reduce pass distribution and sales costs for the agencies and provide the greatest potential for future ridership growth. In later phases of the project, WSF commercial accounts will also be included in this category.

Proposers must give particular attention to the manner in which institutional card revalue requirements are addressed. One account type - that of the partial subsidizer - presents a particular technical challenge. In order to maintain the convenience of handling these transactions at the work site, and we look to Proposers to examine our

suggested concept and design a solution, or propose an alternative, that meets the business requirements for this type of account.

The smart card will replace, with a few minor exceptions, the current ticket and pass fare medium for all agencies. The following describes the current vision of how individual and institutional account customers will experience the new fare collection system.

Individual Customers

Frequent riders tend to pay their fares using monthly passes or tickets. Infrequent riders usually pay a single fare with cash or tickets. In the future, individual customers will:

- Acquire a smart card once and use it for the physical life of the card, replacing it and transferring the value to a new card every three to five years. This card will be accepted on all Central Puget Sound public transportation systems. It card will have an electronic purse to store "cash" for future trips and/or may be validated and used as an unlimited ride period pass on one or more systems. The card provides access to the fare media types of all agencies.
- Acquire a card issued in three categories: adult, senior/disabled (the current Regional Reduced Fare Permit) or youth.
- Replace a lost, damaged or stolen card with a new card. Customers who "link", or register, their card can access the value restoration benefit. The remaining value of the original card can be transferred to a new card. The lost card will be invalidated so it cannot be used. Cards may also be issued anonymously, but those cards, if lost or stolen, can not have their value restored.
- Enjoy ridership incentive discounts. Potential discounts may include a revalue bonus when fare is added; free trips for frequent riders; discounts for transferring between agencies, purchasing multiple agency passes like a "Ship to Shore" pass, or using special promotional offers.
- Experience new ways to add value to the card. The options offered will depend, in part, on the services and capabilities of the Contractor. For customers with bank accounts, new options could include: ATM fund transfers to the card; automatic revalue when the card hits a predetermined level; public or home phone, Internet or PC home banking revalue. For those customers who do not have, or prefer not to use, credit or debit cards, "over-the-counter" purchase at agency customer service offices will continue, and a new network of automatic revalue kiosks in high traffic public areas will be added. A network of retail sites where cards may be revalued and/or used to make purchases may also be part of the system.

- Experience faster boarding. Fare payment will take a fraction of a second when riders bring the card within about 2 inches of a reader. Cards need not be removed from a purse or wallet to be "read" by the fare transaction processor.
- Pay for traveling companions from the electronic purse by advising the driver or seller when they present their card.

Institutional Accounts

Institutional accounts provide the agencies with access to large, vitally important markets and handle pass distribution and sales on site. For example, in King County, over 80% of all passes are sold through institutional accounts. They represent the market with the greatest potential to increase ridership at the least public expense. The clients of institutional accounts will enjoy the benefits of the system mentioned above for individuals and their institutional sponsor will:

- Distribute a smart card once, eliminating the monthly consignment/distribution process. This significantly reduces pass program administration costs.
- Be offered several payment options. These include programs similar to current options, such as a card issued with an electronic voucher which mimics the Commuter Bonus program, or a contracted rate for "per trip" billing which would support Flex Pass programs. Employers who currently have pass sales accounts with multiple agencies will have one consolidated point of payment.
- Access clearinghouse ridership reports. These reports provide valuable
 information for budget purposes, to help institutions work with the agencies to
 plan service and to meet the reporting requirements of the Commute Trip
 Reduction law. An institutional account would have the ability to block a card if
 an individual no longer qualified for the subsidy benefit.
- Consider, at the institution's own expense, to add card functionality such as building or parking access, or use of the electronic purse in a cafeteria or company store.

Figure I-2: RFCS Goals

Regional Transportation, Customer and Partnership Goals

- 1. Support regional planning vision of a seamless fare collection system.
- 2. Reduce fare payment barriers to inter-system/inter-modal travel (ferries, bus, vanpool, rail) for all customers.
- 3. Ensure timely and accurate revenue reconciliation for all regional partners.
- 4. Minimize regional fare impact on individual Agency fare structures; allow fare changes at Agency's discretion.
- 5. Improve service planning and marketing with the availability of comparable regional pass use data.
- 6. Increase ridership and customer convenience by providing fare media that is convenient to purchase, to use and reduces security concerns.
- 7. Increase opportunities to contract with employers and other institutions to subsidize employee ferry, bus, rail, light rail transit and vanpool fares.
- 8. Expand the "Husky Card" concept to other institutions and collaborate with the UW to convert the pass to machine readable format.
- 9. Explore potential to contract with employers to use fare media for other site-specific purposes e.g. parking, security access, food concessions, etc.
- 10. Explore potential to partner with arts organizations or corporations to generate revenue by developing the collectors market for the smart card.
- 11. Explore potential to partner with state, county and city governments to develop other municipal uses for data capacity of smart card.
- 12. Explore potential to partner with a bank, card association or phone company to use smart card to access a wide variety of retail goods and services.

Figure I-2: RFCS Goals Continued

Operations and Maintenance Goals

- 13. Minimize operator involvement with fare payment and simplify fare payment procedures.
- 14. Reduce operator/customer fare disputes.
- 15. Install pass reading equipment with high degree of reliability, accuracy and low maintenance.
- 16. Reduce cash and ticket payments.
- 17. Reduce passenger boarding and bus dwell time.
- 18. Install low cost modular pass reading equipment suitable for a vanpool, paratransit or taxi vehicles.
- 19. Install equipment and fare media adaptable to auto uses e.g. ferry fares, parking access/payment, and future highway or bridge toll collection.
- 20. Install equipment and fare media that supports convenient transfers within and between systems.
- 21. Introduce equipment compatible with "Smart Bus" and other vehicle technology systems.

Financial and Administrative Goals

- 22. Reduce fare media costs related to production, distribution, accounting and monthly sales peaks for Agencies and retail sales outlets.
- 23. Provide opportunities for private sector participation which will reduce operating and marketing costs for sponsoring Agencies.
- 24. Reduce fare media counterfeit potential.

BUSINESS RULES AND POLICIES

This section identifies business rules and policies that govern the overall operation of the Regional Fare Coordination System, and the subsystems described in the Division II and III Specifications. The Contractor shall meet all identified business rules and policies.

The sub-sections are structured as follows:

- (a) Overall Business Rules: Prevailing rules and policies which will affect the implementation, operation and administration of the RFCS system.
- (b) Functional Areas: Rules and policies pertaining to each of the main RFCS services to be provided as listed below.
 - i. Fare Policies
 - ii. Card Distribution and Issue
 - iii. Revaluing
 - iv. Fare Payment
 - v. Refund/Replacement
 - vi. Revenue Management
 - vii. Data Management and Reporting
 - viii. Card, Application and Function Blocking and Unblocking
 - ix. Other (Non-Fare Collection) Applications

Overall Business Rules

- (a) The primary objective of the project is to implement a "seamless" regional fare collection system for bus, ferry, commuter rail and (future) light rail services in four counties in the Central Puget Sound Region: Kitsap, King, Pierce, and Snohomish.
- (b) A common fare card (smart card with a contactless interface for the fare collection application) will be available for use on all transportation services.
- (c) The RFCS will be implemented initially in seven transportation Agencies Community Transit (CT), Everett Transit (ET), King County Metro Transit (KCM), Kitsap Transit (KT), Pierce Transit (PT), Sound Transit (ST) and Washington State Ferries (WSF).
- (d) The fare card shall provide for fare payment from stored value and various time related and program related unlimited use passes.

- (e) The RFCS shall be capable of expansion to accommodate additional fare collection applications, and other public transportation agency partners in the future.
- (f) The Contractor may include additional applications for the fare card outside the realm of direct interest of the Agencies, subject to demonstrating that they will not adversely impact the functional performance of the RFCS, that they provide additional revenue or reduced system costs to the Agencies, and that they provide additional convenience for customers.
- (g) The fare card shall replace most existing pre-paid pass and ticket book paper fare media following a phase out period after full system roll-out. Full replacement of WSF passes and ticket books will not occur until after the implementation of WSF Stage 2 (see item (j) below).
- (h) Cash will continue to be accepted as fare payment by all Agencies. Some agencies will also retain single ride tickets, short term passes, and other prepaid paper fare media for promotional use, or to provide fare payment options for specific customer markets that cannot be feasibly accommodated with the fare card.
- (i) The design of the exterior surfaces of the fare card will be subject to the requirements of Section 6.III-2 and Association approval. The Association will consider commercial use of unused exterior surfaces which may not be required by the Agencies or the institutional program participants, subject to consideration of the impacts that such proposed uses may have on the functionality of the fare card and the value added proposition for the Agencies.
- (j) Initial roll-out (Stage 1) of the RFCS in WSF operations will be restricted to a stand alone system at selected terminals for walk-on passenger fare collection. Full roll-out (Stage 2) of the RFCS in Washington State Ferries operations will occur when WSF defines and procures the replacement of their existing revenue collection and management systems.

Fare Policies

- (a) Each Agency will continue to set its own fare policies. Current fare policies include flat fares, zone fares and route/quality of service fares (see Appendix A for current Agency fare policies).
- (b) A common, consistent set of regional fare categories will be adopted by all Agencies. Some Agencies will also have unique fare categories to meet the needs of specific customer groups within their local service area. Specific discount amounts and thresholds will be identified during system implementation.

- (c) The RFCS shall support existing and future fare policies, including:
 - i. Regional fare policies that apply to all participating Agencies.
 - ii. Transfer policies within the Sound Transit service area, between the ST service area and WSF or Kitsap, and between WSF and Kitsap.
 - iii. Local Agency fare policies.
- (d) Regional RFCS fare policies shall include:
 - i. A regionally consistent "purchase" discount for stored value revalue transactions above a defined threshold. The Contractor may provide, subject to Association approval, an alternative approach to meeting this policy in the event an open payment system is proposed.
 - ii. ST service area passes listed in Appendix A will be valid for travel on Sound Transit, Community Transit, Everett Transit, King County Metro, and Pierce Transit services.
 - iii. ST service area passes will be valid at face value towards a fare on any Agency service within the Sound Transit service area.
- (e) Transfer policies shall include:
 - i. Transfer policies for intra-system transfers are listed in Appendix A for each Agency.
 - ii. For pass transfers within the Sound Transit service area, an upgrade fare shall be paid for travel on a service where the fareset is greater than the face value of the pass. Where the fareset is equal to or lower than the face value of the pass, no additional fare shall be required.
 - iii. For cash/stored value transfers within the Sound Transit service area, the transfer shall be worth a Base Fare as outlined below and valid for standard period of time which is to be defined. If the fareset to be paid is equal to or less than the value of the Base Fare, no additional fare shall be required. If the fareset to be paid is greater than the Base Fare, an upgrade fare shall be paid.

Base Fares (see Appendix A for values)

Community Transit - Local Fare
Everett Transit - Local Fare
King County Metro - One-Zone Fare
Pierce Transit - Local Fare
Sound Transit - One-Zone Regional Express Bus Fare

This policy reflects the current agreement between the Agencies within the Sound Transit service area. With the introduction of the fare card, the Agencies may elect in the future to introduce a policy for stored value transfers which sets the transfer value at the amount of the fare(s) paid on previous leg(s) of a linked trip.

- iv. For transfers between Kitsap Transit or Washington State Ferries and Agencies within the Sound Transit service area, the total fare will be discounted from the combined cost of the fares.
- v. For transfers between Washington State Ferries and Kitsap Transit, the total fare will be discounted from the combined cost of the fares.
- (f) Local fare policies shall include:
 - Local fare policies as listed in Appendix A. These fare policies will evolve as regionally consistent fare categories and discounts are developed, and new Sound Transit service area passes are introduced.
 - ii. Joint inter-agency combined pass pricing and transfer discounts.
 - iii. Frequency of use discounts, where the discount is applied at the point of use based on the number of trips previously taken in a given period. Functionality shall be included for implementing a "stepped" discount structure, where progressive discounts are provided with greater use.
 - iv. Agency-specific incentive policies to support and encourage institutional programs.
 - v. Special short duration incentives or promotions for specific routes, fare card categories, fare card accounts, or defined time periods.
- (g) The RFCS shall include the ability to add or delete regional or local fare categories, and to modify the price, discount structure and discount levels of each fare category.

Card Distribution and Issue

- (a) Fare cards will be distributed in bulk from a central inventory to card issuance locations that include:
 - i. Agency customer service offices and WSF terminals (Stage 2).
 - ii. Institutional program participants.
 - iii. Automatic revalue kiosks.

- iv. Other points in the distribution network.
- (b) Customers shall be able to obtain an initialized fare card at the issuance locations referred to in (a) above. Customers shall also be able to obtain an initialized fare card by telephone and mail.
- (c) Fare cards distributed to institutional program participants will be initialized with the program application. Fare cards distributed to automatic revalue kiosks and other points in the distribution network will be initialized as adult base fare cards.
- (d) Initialized cards issued at Agency customer service offices or WSF terminals (Stage 2) may be linked or anonymous. Linked cards will require the cardholder to provide personal information or a personal identification password that can be linked back to the cardholder in the event that a fare card is replaced or refunded per the business rules and policies pertaining to "Replacement/Refund". Anonymous cards will not require personal information on the cardholder.
- (e) Anonymous fare cards can be linked at an Agency customer service office, by phone, by mail and (optional) through other methods provided by the Contractor. All linking processes shall be secure.
- (f) The Contractor is responsible for the administration and operation of the linked card program.
- (g) Fare cards issued to personnel of organizations participating in an institutional program may be linked by that organization. The linking information will be retained by the participating organization and not the RFCS.
- (h) Contractors may propose card fees, subject to the approval of the Association. The Agencies understand the benefits of card fees paid by cardholders or institutional participants, but are concerned about the impact that card fees associated with the RFCS application may have on the uptake of the fare card as a fare payment medium. The Contractor shall disclose in full all card fees.
- (i) (Optional) Fare cards returned to the Agencies may be reissued to new customers, provided that the clearinghouse system database has been updated, and that there is no information imprinted on the exterior surface of the card which would be in conflict with the use of that card by a new customer.

Revaluing

(a) The RFCS shall include a configurable maximum value on the transportation application stored value component of the fare card.

- (b) Fare cards shall be revalued at:
 - i. Agency customer service offices and WSF terminals (Stage 2).
 - ii. Automatic revalue kiosks.
 - iii. Other methods provided by the Contractor in the revalue network.
- (c) The revalue network shall provide options for the general public and institutional customers to revalue their fare cards at locations which are convenient and easily accessible.
- (d) The Contractor shall demonstrate the feasibility of innovative revalue strategies, such as:
 - i. Customer requested revaluing through the Internet.
 - ii. Automatic revaluing (where a fare card that reaches a pre-specified threshold balance is automatically revalued by a pre-specified balance increment when the card is presented to a fare transaction processor) for institutional and general public customers.
 - iii. Payphone, home phone, mail, automated teller machine, and/or other revaluing mechanisms provided by the Contractor.
- (e) Where applicable, payment methods for fare card revaluing shall include cash, check, credit card, debit card, and pre-authorized account debit transaction.
- (f) For institutional accounts, fare card revaluing may be authorized through a purchase order. Payment may be pre- or post-billing (or combination of the two), paid by check or electronic funds transfer.

Fare Payment

- (a) The RFCS shall accept fare payment from the fare card. For cards configured as a period pass and requiring the payment of an upgrade fare, the upgrade fare shall be paid from the stored value component of the fare card.
- (b) Where there is insufficient balance in the stored value component of the card, fare card underpayments may be accepted at the discretion of each individual Agency. The remaining stored value balance shall be deducted, and the underpayment identified and recorded in the transaction data.
- (c) Underpayments may be accompanied by a cash upgrade deposited in the farebox, per the individual policies of each Agency. The RFCS shall not link cash fare and fare card data, and shall not be required to process and reconcile cash fares collected through the farebox.
- (d) The RFCS will not provide for a negative card balance.

(e) The RFCS shall allow a bus operator, WSF seller, ST fare inspector, or customer service representative to reverse a stored value fare transaction payment from a fare card, and restore the transaction amount to the fare card. The RFCS shall record and report the reversal, and link the transaction with the bus operator, seller or fare inspector identification. Each Agency shall have the option of enabling or disabling this function.

Replacement/Refund

- (a) Linked fare cards that are lost or stolen, and linked or anonymous cards that malfunction or are damaged, shall be replaced with the derived balance reinstated. The derived balance applies to the transportation application stored value and pro-rated period pass recorded by the clearinghouse system at the time the card replacement takes place.
- (b) The RFCS shall include the capability to execute a subsequent balance correction to a fare card which has been replaced once outstanding transactions have been recorded by the clearinghouse system.
- (c) Anonymous cards that are lost or stolen shall not be refunded or replaced.
- (d) Linked fare cards that are lost or stolen, and linked or anonymous cards that malfunction or are damaged, shall be replaced at Customer Service Offices while the customer waits.
- (e) Linked fare cards that are reported lost or stolen by telephone or other remote means shall be replaced by mail or at Customer Service Offices.
 Malfunctioning or damaged cards (linked or anonymous) that are turned in by mail, shall be replaced by mail.
- (f) Institutional account cards reported lost, stolen, malfunctioning or damaged by the institution, shall be replaced and provided to the institution for distribution to the cardholder.
- (g) All linked fare cards that are reported lost or stolen shall be blocked from further use in the RFCS.
- (h) Refunds shall be provided for public transportation stored value and annual passes. The fare card balance shall be provided for stored value refunds. Refunds for passes shall be pro-rated. The Contractor shall not deny a refund request approved by an Agency for any fare payment type.
- (i) If an open payment system is identified by the Contractor, the Contractor shall develop an approach to providing stored value refunds consistent with the requirements of (h) above. This approach is subject to approval by the

Association.

(j) At their discretion and with the approval of the Association, institutional program participants may establish replacement and refund policies which are different than those adopted by the Association, but the responsibility for their administration shall rest with the institutional program participant.

Revenue Management

- (a) Period pass revenue shall be settled at the time of sale/revalue. Stored value revenue shall be settled at the time of use.
- (b) If a closed payment system is identified by the Contractor, interest from the investment of stored value prepayment funds retained by the clearinghouse system and from any accumulated surpluses or dormant accounts shall be distributed to the transportation Agencies according to a formula to be determined by the Association.
- (c) Operating costs for those services provided by the Contractor will be allocated to the participating Agencies according to a formula to be developed by the Association.
- (d) Operating costs and revenues shall be accounted for separately.
- (e) The fare payment and revalue revenue earned by each Agency shall be cleared and settled to each Agencies' bank account on a daily basis and within 24 hours of receipt of the funds by the Clearinghouse system account.
- (f) Fare payment and revalue transactions shall be uploaded to the clearinghouse system on a daily basis.
- (g) The Association's share of float and unclaimed value shall be determined based on the Proposer's response to the Price Sheet, XI, Revenue.

Data Management and Reporting

- (a) All transaction data from each Agencies' data acquisition system shall be available to the Agencies directly.
- (b) All transaction data from the Agency data acquisition system shall be uploaded to the clearinghouse system daily.
- (c) The RFCS shall reconcile fare transaction and ridership to each Agency's administrative business day as defined for revenue and ridership reporting. This may not be the same as the clearinghouse system business day.

- (d) For on-line revaluing network devices, all revalue or card parameter change information shall be uploaded in real-time. For off-line revaluing network devices, data shall be uploaded to the clearinghouse system daily as a minimum.
- (e) The RFCS shall automatically update the clearinghouse system databases with revalue, refund, card replacement, card parameter, or other changes from revalue network.
- (f) Fare tables and fare card data including blocked card lists, and blocked applications/functions (regional and agency specific), will be uploaded by each Agency to the clearinghouse system as required.
- (g) Fare tables, fare card parameters, and other data defined by the Contractor to be transferred from the clearinghouse system to the fare transaction processors, revalue network, and other end point devices shall be downloaded daily as a minimum.
- (h) Agencies shall have access to all processed fare payment transaction data in the clearinghouse system database pertaining to their Agency, including all linked trips where one leg of the trip was taken on the Agency's services. Data on all links of the linked trip shall be provided.
- (i) Agencies shall have access to regional fare transaction data subject to permission provided by each Agency.
- (j) Agencies shall have access to all institutional program data in the clearinghouse system database relating to their contracted institutional programs.
- (k) Institutions shall have access through the Association to all fare payment processed transaction data from the clearinghouse system database pertaining to their specific program.
- (l) Agencies shall be able to download data from the clearinghouse system database for internal management and reporting needs.
- (m) Each Agency shall have the ability to produce standard and ad hoc reports (using data retrieval criteria established by the Agency) from the clearinghouse system database associated with that Agency (includes inter-Agency linked trip transaction data). The Contractor shall provide ad hoc report writing capabilities at each Agency.

Card, Application and Function Blocking/Unblocking

- (a) The RFCS shall provide the capability of blocking a fare card such that all applications cannot be used.
- (b) The RFCS shall provide the capability of blocking a single application on the fare card such that the designated application becomes inactive, but the remaining applications on the fare card continue to be active.
- (c) The RFCS shall provide the capability of blocking specific functions within an application such that the designated function becomes inactive, but the remaining functions and other applications on the fare card continue to be active.
- (d) The RFCS shall provide the capability to unblock a card, application or function.

Other (Non-Fare Collection) Applications

- (a) The RFCS shall provide for the following types of Agency non-fare collection applications as a minimum:
 - i. Employee badging/identification/access.
 - ii. Parking fee payment.
 - iii. Food service payment.
- (b) Other non-fare collection applications may be identified by the Agencies. The system shall be open and extensible to incorporate other non-fare applications.

1. Proposal Preparation

1.I-1 Proposal Submission

Proposals shall be submitted to King County (hereinafter "County"), Procurement Services Division, Exchange Building Branch (M/S 71), Seventh Floor, Exchange Building, 821 Second Avenue, Seattle, Washington 98104-1598 no later than 4:00 p.m. Seattle time on July 30, 1999. All Proposals shall become property of the Association.

The Association further reserves the right to request oral interviews, additional or supplementary information, site visits, or any other type of clarification of Proposal information it deems necessary to evaluate Proposals.

1.I-2 PRE-PROPOSAL CONFERENCE, SITE VISITS AND QUESTIONS

A pre-proposal conference will be held on March 17, 1999 at 9:00 a.m. local time, in the Exchange Building, conference room 3B, Third Floor, 821 Second Avenue, Seattle, Washington. All prospective Proposers are encouraged to attend.

Site visits will be scheduled for the two days following the pre-proposal conference, March 18 and 19. The site visits will be arranged to include a site at each agency of the Association and allow potential Proposers to view operating terminals/facilities, transit vehicles and customer service offices. These sites will only be available for viewing during this two-day period, and at the times specified by the Association. Information pertaining to the schedule, and locations will be provided at the pre-proposal conference.

Prospective Proposers may send written questions concerning this RFP by fax (206 684-1470) during regular business hours, or by mail to the address set forth in Section 1.I-1 above to Steve Cole, Supervisor, Procurement Services Division, Exchange Building Branch, no later than March 12, 1999. Questions submitted after that date may not be responded to by the Association. Copies of questions from prospective Proposers and answers from the Association will be provided to all prospective Proposers who received an RFP not less than ten days prior to the submittal date for Proposals.

1.I-3 Proposal Response Form

In accordance with Section 1.I-13, Proposal Requirements, each Proposal shall include the Proposal Response Form, set forth in Attachment A included in this RFP, completed as required herein. The Proposal Response Form, and all other required attachments shall be sealed and submitted except that the Technical Proposal and the

Price Proposal in Attachment B shall each be submitted in separate, sealed envelopes.

1.I-4 PROPOSAL SIGNATURE

Each Proposal shall be signed by the Proposer or the Proposer's authorized representative and include the Proposer's address. If the Proposal is made by an individual, the name, signature and post office address must be shown; if made by a partnership or joint venture, the name and post office address of the partnership or joint venture and the signature of at least one of the general partners or authorized joint venture partners must be shown; if made by a corporation, the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person who signs on behalf of the corporation must be shown.

1.I-5 ADDENDA

Each Proposal Response Form, Attachment A, shall include acknowledgment of receipt and review of all addenda issued during the Proposal period.

1.I-6 SCHEDULE

	<u>Month/Day/Year</u> 2/16/99	Event Public announcement of Request for Proposals
	3/12/99	Pre-Proposal questions due, in writing or by FAX (206)684-1470 or Email to steve.cole@metrokc.gov
3/17/99		Pre-Proposal Conference (9:00 am in Conference Room 3B, Third Floor, Exchange Building)
	3/18/99 & 3/19/99	Site visits. (Arrangements will be made for potential Proposers to visit Association sites during these two days. Schedules and locations for the site visits will be provided at the Pre-Proposal Conference).
	7/30/99	Proposals due
	8/2/99	Evaluation/Negotiation of Proposals begins. Firms with Proposals determined to be outside of the competitive range will be notified and such Proposals will not be considered further.
*	2/8/00	Evaluation/Negotiation complete
*	3/7/00	Execute Contract and issue Notice to Proceed
	*NOTE:	Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

1.I-7 INQUIRIES AND COMMUNICATIONS

All inquiries concerning the RFP procurement process shall be directed only to Steve Cole at FAX number (206) 684-1470 or in writing to the County's Procurement Services Division, Exchange Building Branch, MS/71, 821 Second Avenue, Seattle, Washington 98104-1598. Inquiries may also be sent by e-mail to steve.cole@metrokc.gov.

Communications concerning this RFP, including the evaluation process and award of contract procedures, with elected officials or employees of or consultants to the agencies in the Association, except as specifically allowed in this RFP, may result in the disqualification of the Proposer by the Proposal Evaluation Team.

1.I-8 INTERPRETATION OF PROPOSAL AND CONTRACT DOCUMENTS

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Any interpretation deemed necessary by the Association will be in the form of an addendum to the RFP and when issued will be delivered as promptly as is practicable to all parties to whom the RFP has been issued. All addenda shall become part of the RFP and any subsequently awarded contract. Proposers shall not rely upon any oral statements or conversations, whether at the pre-proposal conference, or otherwise, they may have with Association employees or third parties regarding the RFP.

1.I-9 EXAMINATION OF PROPOSAL AND CONTRACT DOCUMENTS

The submission of a Proposal shall constitute an acknowledgment upon which the Association may rely that the Proposer has thoroughly examined and is familiar with the RFP, including any Work sites identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or related to the Work to be performed hereunder. The failure or neglect of a Proposer to receive or examine such documents, Work sites, statutes, regulations, ordinances or resolutions shall in no way relieve the Proposer from any obligations with respect to the Proposer's Proposal or to any contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based upon a lack of knowledge or misunderstanding of this RFP, Work sites, statutes, regulations, ordinances or resolutions.

1.I-10 MODIFICATION OR WITHDRAWAL OF PROPOSALS PRIOR TO SUBMITTAL DATE

At any time before the time and date set for submittal of Proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified in Attachment A, Proposal Response Form.

All Proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original Proposal.

1.I-11 ERRORS AND ADMINISTRATIVE CORRECTIONS

The Association will not be responsible for any errors in Proposals.

The Association reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

1.I-12 POSTPONEMENT OR CANCELLATION OF REQUEST FOR PROPOSAL

The Association reserves the right to cancel the RFP or postpone the date and time for submitting Proposals, including Best and Final Offers. In the event of postponement or cancellation, the Association is not responsible for any costs, expenses, fees or damages including those incurred by Proposers in the preparation and presentation of Proposals submitted in response to this RFP.

1.I-13 PROPOSAL REQUIREMENTS

1.I-13.1 Contents

The Proposal shall contain the following (except as specified otherwise):

- (a) **Attachment A** Proposal Response Form
- (b) Technical Proposal
- (c) **Attachment B** Price Proposal Summary for RFP No. 98-069 (submit in a separate, sealed envelope)
- (d) **Attachment C** Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity Sign and submit with Proposal
- (e) **Attachment D** Sworn Statement Regarding Disadvantaged Business Enterprise Commitment Sign and submit with Proposal
- (f) **Attachment E** Current or Former Employee Disclosure Form. If applicable, complete and submit as part of the Proposal.
- (g) **Attachment F** Certificate of Lobbying Activities Sign and submit with Proposal

- (h) **Attachment G** Disclosure Form to Report Lobbying and Instructions Complete as appropriate, sign and submit with Proposal
- (i) **Attachment H** Certification Regarding Debarment, Suspension and Other Responsibility Matters Primary Covered Transactions. Sign and submit with Proposal
- (j) **Attachment I** Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion Lower-Tier Covered Transactions. Signed by subcontractors after award to the Contractor
- (k) **Attachment J** Agreement (To be completed at time of award of contract; do not submit with Proposal)
- (l) **Attachment K** Project Design, Development and Implementation Schedule form.

1.I-13.2 Number of Copies

Submit **fifteen (15) copies** of the complete Proposal, including attachments and Technical Proposal. One copy shall be unbound to facilitate reproduction.

1.I-14 COLLUSION

If the Association determines that collusion has occurred among Proposers, none of the Proposals of the participants in such collusion will be considered. The Association's determination shall be final.

1.I-15 REJECTION OF PROPOSALS

The Association reserves the right to reject any Proposal for any reason including, but not limited to, the following: any Proposal which is incomplete, obscure, irregular or lacking necessary detail and specificity; any Proposal which has any qualification, addition, limitation or provision attached to the Proposal except as authorized in this RFP; any Proposal from Proposers who (in the sole judgment of the Association) lack the qualifications or responsibility necessary to satisfactorily perform the Work; any Proposal which is not approved as being compliant with the requirements for equal employment opportunity and disadvantaged business enterprise; any Proposal for which a Proposer fails or neglects to complete and submit additional or supplementary information within the time specified by the Association; and any Proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies.

In consideration for the Association's review and evaluation of its Proposal, the Proposer waives and releases any claims against the Association arising from any rejection of its Proposal, or portions thereof, including any claim for costs, expenses, fees or damages incurred by Proposers in the preparation and presentation of Proposals submitted in response to this RFP.

1.I-16 Proposal Price and Effective Date

The Proposal price shall include everything necessary for the prosecution and completion of the Work specified in this RFP, including but not limited to furnishing all services, materials, equipment, supplies, tools, facilities and all management, supervision, labor and service, except as may be provided otherwise in this RFP. As applicable, prices shall include all freight charges, FOB to designated Association delivery sites. Washington State sales/use taxes shall not be included in the Proposal price. The Association will pay any Washington State sales/use taxes applicable to the contract price or tender an appropriate amount to the Contractor for payment to Washington State. If Federal excise taxes apply, the Proposal price shall include adequate amounts therefor. All other government taxes, duties, fees, royalties, assessments and charges necessary for or applicable to the use, installation and maintenance of materials and equipment required to fulfill the Work hereunder shall be included in the Proposal price.

The Proposal, including Proposal price, shall remain in effect for <u>270</u> calendar days after final Proposal submittal date and time. In the event of a discrepancy between the unit price and the extended amount for a Proposal item, the Association reserves the right to correct the Proposal price using the unit price multiplied by the quantity to calculate the extended amount. The Proposer will be obligated to perform within the corrected Proposal price.

1.I-17 PROCEDURE WHEN ONLY ONE PROPOSAL IS RECEIVED

- a) If the Association receives a single responsive, responsible and advantageous Proposal, the Association shall have the right, in its sole discretion, to extend the Proposal acceptance period for an additional 90 days and to conduct a price or cost analysis on such Proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the Association to assist in such analysis. By conducting such analysis, the Association shall not be obligated to accept the single Proposal; the Association reserves the right to reject such Proposal or any portion thereof.
- b) By way of explanation but not as limitation, the terms "price analysis" and "cost analysis" are generally described in Section 3.I-5 of this RFP.

c) By submitting a Proposal, the Proposer has thereby agreed to the provisions set forth in this subsection.

1.I-18 PROTEST PROCEDURES

Any actual or prospective Proposer, including subcontractors and suppliers showing a substantial economic interest in a contract that may be awarded under this RFP, who claims to be aggrieved in connection with the solicitation or proposed award of such a contract may submit a protest to the Association in accordance with the procedures set forth herein.

- (a) Protest Deadlines. Protests based on the Specifications or other terms in this RFP which are apparent prior to the date established for submittal of Proposals, shall be submitted not later than seven calendar days prior to said date. Protests based on other circumstances shall be submitted within five calendar days after the allegedly aggrieved person knows or should have known of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered if the Association rejects or otherwise determines not to consider all Proposals.
- (b) Protest Procedure. In order to be considered, a protest shall be in writing and shall include: (1) the name and address of the allegedly aggrieved person; (2) the RFP or contract number and RFP or contract title under which the protest is submitted; (3) a detailed description of the specific grounds for protest and any supporting documentation; and (4) the specific ruling or relief requested. Written communications to the Association from Proposers or other parties that raise questions or issues but do not address each of the four factors shall not be considered a protest by the Association. The written protest shall be addressed to:

King County Procurement Services Division Exchange Building 821 Second Avenue Seattle, Washington 98104-1598

Attn: David Leach, Manager, Procurement M/S-71 Protest - RFP No. 98-069

(c) <u>Protest Review</u>. Upon receipt of a timely written protest, King County's Procurement Manager will promptly consider the protest. The Procurement Manager will give notice of the pending protest to prospective or actual Proposers, as appropriate, or other interested parties if the protest is filed before award. Prospective or actual Proposers or other interested parties may be given an opportunity to submit their views and relevant information. If requested by the

protesting party, there may be informal conferences to discuss the merits of a protest. If the protest is not resolved by mutual agreement of the allegedly aggrieved person and the Association, the County's Procurement Manager will within 30 calendar days of receipt of the protest issue a detailed written response to each substantive issue raised in the protest and inform the allegedly aggrieved person of his/her right to appeal the decision to the Protest Review Board.

A copy of the decision of the Procurement Manager shall be delivered or mailed to the allegedly aggrieved person and any other interested parties. The decision will be considered final and conclusive unless appealed in writing to the Protest Review Board within ten calendar days of receipt of the decision by the allegedly aggrieved person. The appeal period shall commence on the date of delivery of the decision to the allegedly aggrieved person or if it is mailed, two calendar days after the date of postmark on the envelope.

If the decision is appealed within the stated timeframe, the Protest Review Board may set a schedule for exchange of additional documents from interested parties. The Protest Review Board may, but is not required to, hear oral discussion from the parties. The subsequent determination of the Protest Review Board will be issued within 30 calendar days from receipt of appeal and shall constitute the final administrative decision on behalf of the Association.

The allegedly aggrieved party may make a request for reconsideration within three calendar days of receipt of the determination of the Protest Review Board if information or data becomes available that was not previously known, or if the party determines there has been an error of law or regulation.

Failure to comply with these protest procedures will render a protest untimely or inadequate and result in rejection thereof by the Association.

- (d) Award Pending Resolution of Protest. The Association will not make award prior to resolution of a protest, or open Proposals prior to resolution of a protest filed before Proposals are opened, unless the Association determines that: (1) the items to be procured are urgently required; (2) delivery of performance will be unduly delayed by failure to make the award promptly; or (3) failure to make prompt award will otherwise cause undue harm to the Association or the Federal Government, if applicable.
- (e) <u>FTA funded Contracts</u>. Protesters are hereby notified that this Contract is funded in whole or in part by the Federal Department of Transportation. Accordingly, the Federal Department of Transportation (FTA) may entertain a protest that alleges that the Association failed to have or follow written protest procedures. Protesters must file a protest with the FTA not later than five (5) calendar days after the Association renders a final decision or five (5) calendar days after the protester knows or has

reason to know that the Association has failed to render a final decision within the period established in this RFP therefor. The protesting party must notify the Association if it has filed a protest with the FTA. After five (5) calendar days, the Association will confirm with FTA that FTA has received a protest. Protests to the FTA must be filed in accordance with FTA Circular 4220.1D (as periodically updated).

The Association will not award a contract for five (5) calendar days following its decision on a Proposal protest or while a protest to the FTA is pending except under the conditions described above in this section. If the Association determines that award is to be made under these conditions, it will first notify the FTA.

1.I-19 CONFLICTS OF INTEREST - CURRENT AND FORMER EMPLOYEES

The Association seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former employees of any Agency in transactions with the Association. Consistent with this policy, no current or former employee of any Agency may for compensation contract with, influence, advocate, advise, or consult with a third party about an Association transaction or assist with the preparation of Proposals submitted to the Association while employed by an Agency participating in this RFP or within one (1) year after leaving the employment of an Agency in the Association, if he/she was substantially involved in determining the Work to be done or process to be followed under this RFP while an employee.

Each Proposer shall identify as part of their Proposal all current or former employees of any of the agencies participating in the Association which current or former employees were involved in the preparation of a Proposal or would be involved in the performance of the Work if awarded the Contract. This information should be included in Attachment E - "Current or Former Employee Disclosure Form" to this RFP. Failure to identify such current or former employees involved in this transaction may result in the Association rejecting the Proposal or terminating the Contract, if awarded. In addition, after award, the Contractor is responsible for notifying the Association's Contract Administrator of current or former Agency employees who may become involved in the Contract any time during the term of the Contract.

1.I-20 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

It is the Association's policy that disadvantaged business enterprises (DBEs) shall have the maximum practicable opportunity to participate in the performance of any contract under this RFP. In this regard, the Proposer shall take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to participate in the performance of subcontracts and agreements under any contract awarded pursuant to this RFP. The Proposer shall not discriminate or tolerate harassment or abuse on the

basis of creed, race, religion, color, sex, sexual orientation, age, national origin or the presence of any sensory, mental or physical disability in the award and performance of such contracts, subcontracts and agreements.

A DBE is any firm certified as such at the date and time of submittal of the Proposal by the Washington State Office of Minority and Women's Business Enterprise (OMWBE) or by the Federal Small Business Administration under section 8(a) of the Federal Small Business Act, as amended.

If the Proposer subcontracts any work under a contract awarded pursuant to this RFP, the Proposer shall make affirmative efforts to solicit and use DBEs.

Affirmative efforts shall include, at a minimum, that the Proposer take the following steps prior to entering into any subcontracts:

- A. Contact King County's Minority/Women Business Enterprise Office to explain the work to be subcontracted and to obtain a listing of DBEs which may be interested in performing such subcontract work;
- B. Solicit proposals from such DBEs; and
- C. Award subcontracts to such DBEs which provide reasonable proposals.

The Proposer shall complete and submit as part of its Proposal the Sworn Statement Regarding Disadvantaged Business Enterprise Commitment set forth in Attachment D of this RFP.

Failure to comply with the DBE requirements will be grounds for rejection of a Proposal and termination of the Contract, as applicable. If the Contractor subcontracts work hereunder and fails to comply with the DBE participation requirements set forth herein, then the Association may declare a breach of contract and avail itself of all remedies under the Contract and by law on account of such breach.

1.I-21 LOBBYING CERTIFICATION AND DISCLOSURE

The provisions of 49 CFR Part 20 shall apply to this RFP, including any resulting contract. Upon request and prior to award, the Proposer to whom the Association intends to award the Contract and every subcontractor, regardless of tier, whose subcontract exceeds \$100,000 shall execute and submit the "Certification Regarding Lobbying" form, set forth in Attachment F to this RFP, and, if required by such regulations, a Standard Form - LLL, "Disclosure of Lobbying Activities".

1.I-22 Proposal Alternatives

Proposals shall address all requirements identified in this RFP. In addition, the Association may consider Proposal Alternatives submitted by Proposers that provide enhancements beyond the RFP requirements but will do so only if the Proposer has adequately addressed all requirements identified in this RFP. Flexibility is therefore extended to Proposers to propose alternative arrangements (including financial) in addition to those specified in this RFP in order to better fit their particular capabilities, satisfy the project schedule, and/or reduce the cost of the project. Proposal Alternatives may be accepted if deemed to be in the Association's best interests. Proposal Alternatives must be clearly identified as alternatives to the requirements identified in this RFP and separated from the portions of the Proposal demonstrating compliance with such requirements.

2. Proposal Evaluation and Contract Award

2.I-1 GENERAL DESCRIPTION OF PROPOSAL EVALUATION PROCESS

The Proposal Evaluation Team (PET) will evaluate each Proposal using the comparative criteria set forth in this RFP. Using the comparative criteria set forth in this RFP, the PET shall determine which Proposals are in the competitive range for the purpose of conducting written or oral discussions. The competitive range shall include those Proposals that are determined to have a reasonable chance of being selected for award of a contract. If the PET determines that a Proposal does not have a reasonable chance of being selected for award of a contract, the Proposal shall be excluded from further consideration and the Buyer shall notify the Proposer in writing.

At the PET's sole discretion, written and/or oral discussions may be conducted with those Proposers whose Proposals are determined to be within the competitive range. Discussions may include, but not be limited to, deficiencies, inconsistencies and suspected mistakes in any portion of a Proposal, the technical requirements, the contractual terms and conditions set forth in the RFP, and questions and issues raised by the PET or a Proposer.

Upon completion of discussions, the PET may, if it deems it appropriate, request revised proposals from all Proposers in the competitive range. If revised proposals are requested, the PET may conduct additional discussions or conduct a final evaluation and scoring based upon the revised proposals.

If discussions are held and a final evaluation is not made based upon revised proposals, the PET may request Best and Final Offers from all Proposers which continue to be within the competitive range. The request will include notice that discussions are concluded, an invitation to submit a Best and Final Offer, notice that any changes to a proposal must be fully substantiated with supporting data and documentation and a designated date, time and location for submission of written Best and Final Offers.

The Association reserves the right to award a contract without written and/or oral discussions with the Proposers and without an opportunity for Proposers to submit Best and Final Offers, when deemed to be in the Association's best interests. The PET shall submit a report of its evaluation to the Association which shall make the final determination on which Proposal, if any, should be awarded a contract.

In consideration of the Association considering its Proposal, each Proposer, by submitting a Proposal under this RFP, agrees it shall have no claim against the Association or any of its individual participating agencies for costs incurred in participating under this RFP, including, but not limited to, preparation and

presentation costs, the cost of providing additional information, or any cost related to any modification made either to its Proposal or the internal structure or systems of the Proposer or its organization.

2.I-2 CHANGES IN REQUIREMENTS

When, either before or after receipt of Proposals, the Association changes, clarifies, revises, increases, or otherwise modifies any requirement, term or condition of this RFP, the Association shall issue a written addendum to the RFP. In considering which Proposers to whom to issue an addendum, the Association will consider the stage in the RFP process in which the addendum is issued and the magnitude and significance of the contents of the addendum, as follows:

- (a) If Proposals are not yet due, the addendum will be sent to all firms and persons to whom the Association issued the RFP, in addition to being placed on the project website at:
 - http://transit.metrokc.gov/programs_info/smartcard/smartcard.html
- (b) If the date and time for submittal of Proposals has passed but evaluation of Proposals has not been completed by the PET, the addendum will be provided only to Proposers which submitted timely Proposals to the Association.
- (c) If the Proposals have been evaluated, the addendum will be provided only to those Proposers whose Proposals have been classified as in the competitive range.
- (d) If a change would effect a substantial revision of the RFP, as determined by the Association, the Association may cancel the RFP and issue a new RFP, regardless of the stage of the procurement process. Any such new RFP will be issued to all firms and persons to whom the Association issued the canceled RFP.

2.I-3 GENERAL PROPOSAL SUBMITTAL REQUIREMENTS

Each Proposer shall examine the entire RFP and furnish all information required by the RFP. Failure or neglect to do so will be at the Proposer's risk. In addition to the forms required by Section 1.I-13 of this RFP and any other information required elsewhere in this RFP, the following information shall be included as part of each Proposal in the order hereinafter set forth and labeled with the subject matter category. All Proposal information shall be specific and complete in every detail, prepared and presented in a simple straightforward manner.

2.I-3.1 Financial Responsibility Information

In order that the Association may determine whether a Proposer appears to be financially responsible, each Proposer shall submit information to establish that adequate financial resources will be available to the Proposer to meet the financial commitment to the Association and to satisfactorily and successfully complete the requirements of the Contract. Specifically, Proposers shall provide the following:

- A. Audited financial statements (separate audited financial statements for each member of a Joint Venture or Consortium) such as balance sheets, statements of income, statements of cash flow and stockholders' equity for each of the three most recently completed fiscal years, including notes to financial statements, independent accountants' reports and annual reports to stockholders. If a Proposer's financial statements are not independently audited, the Proposer shall provide reviewed or compiled, internally prepared financial statements including balance sheets, statements of income, statements of cash flow and stockholders' equity for each of the three most recently completed fiscal years, including notes to financial statements, all of which documents shall be certified as accurate by the president and chief financial officer. The Association reserves the right to require such other information as may be necessary to demonstrate the Proposer's financial capability to provide the Work as outlined in the RFP, including, but not limited to, the three most recently completed tax returns filed with the Internal Revenue Service, bank references and recent submissions to financial institutions.
- B. Letter of commitment from a bank located in Washington and acceptable to the Association indicating that if the Proposer is selected for award of a contract by the Association, such bank will issue a letter of credit in accordance with the requirements set forth in Section 3.I-74 of this RFP.
- C. Certification by the chief financial officer of or an independent accountant for the Proposer (and members of a joint venture or Consortium), stating that the firms involved in the performance of the Contract have adequate financial resources for the prosecution and completion of the Work described in this RFP.
- D. Names, addresses and telephone numbers of at least one contact in the Proposer's principal financial or banking organization and its independent auditor.
- E. Contact person(s) shall be duly authorized by the Proposer to provide information and discuss the adequacy of the Proposer's financial resources with the Association.
- F. The Proposer's standard industrial classification (SIC) number.

H. A current copy of the Proposer's (and any member's of a joint venture or Consortium) Dunn and Bradstreet report, if requested by the Association.

2.I-3.2 Disadvantaged Business Enterprise (DBE) Participation Information

Provide information and materials documenting any and all subcontracting arrangements with disadvantaged businesses certified by the State of Washington to whom the Proposer, if awarded the Contract, would enter into subcontracts or other agreements for the performance of portions of the Work. Complete Attachment D and submit it with the Proposal.

2.I-3.3 Exclusivity

The Association desires that the system will be capable of accepting and clearing transactions which use stored-value cards issued by other entities. The Association will consider, for consideration received, establishing an exclusive arrangement to sell or accept the Proposer's card only at Association distributor and revalue locations. The Proposer shall propose the terms of such an exclusive arrangement which it may seek, including but not limited to, consideration, duration, extent of exclusivity, etc.

2.I-3.4 Compliance with Contract Requirements

The Association will consider all information and materials submitted by the Proposer to determine whether the Proposer's offering is in compliance with the contractual terms and conditions set forth in the RFP. The Proposer shall identify in its Proposal any proposed exceptions and/or revisions to the contractual terms and conditions included in this RFP. Any exceptions taken to contractual terms and conditions will be considered during evaluation of the Proposal. Contractual terms and conditions to which a Proposer does not take exception shall be deemed to have been accepted by the Proposer.

2.I-3.5 Technical Proposal Information

I. GENERAL

The Technical Proposal shall contain concise written material and drawings that enable a clear understanding and evaluation of the hardware, software, assemblies, functions, and services proposed for the RFCS. Legibility, clarity, and completeness of the technical descriptions are essential. Promotional or advertising information shall not be provided.

When proposing to use Proposer's existing equipment, the Technical Proposal shall include manufacturer's data sheets and specifications including previous records of successful operations.

Any new service offering, product, or system developments (including software) needed to meet the Contract requirements shall be highlighted in the Technical Proposal. Proposer shall indicate the magnitude of effort in terms of research and development time, the approach to gain the Association's acceptance of the product prior to production, and any schedule implications.

The Technical Proposal shall include text, drawings, graphics, and tables as needed to clearly describe the services, equipment, and software, and qualifications. Proposals shall be written in the English language. Proposals shall be on 8 1/2 inch x 11 inch pages, or on pages folded to that size. All text shall be of a font size 10 point or larger.

II. TECHNICAL INFORMATION

The Proposer shall provide complete and comprehensive responses to all requests for information listed below.

A. Executive Summary

Provide an Executive Summary of the Proposer's Technical Proposal, presenting an overview of the technical information provided in response to the requests below. The Executive Summary shall be a minimum of five (5) pages and a maximum of twenty (20) pages in length, and may contain up to five (5) additional pages of charts or diagrams. The executive summary shall be sectioned and ordered as follows:

1. Proposer team: Identify the team members in the Consortium and define their roles and responsibilities in the project using the table format below. Start with the Prime, and list the other consortium members in approximate order of contract contribution.

Proposer Team Member	Project Roles and Responsibilities

- 2. Business architecture
- 3. System design
- 4. Services provided
- 5. System flexibility and upgradeability
- 6. Program integrity physical and data security
- 7. System implementation
- 8. Consortium member qualifications

- 9. Area(s) where proposed system/equipment exceed specification requirements
- 10. Other comments Proposer discretion, limited to 2 pages.

Proposers shall include in their Proposal a general description of how the proposed system addresses the list of RFCS project goals identified in Figure 1-2.

B. Drawings

The Proposer shall include all drawings required to support the description of the proposed system. The drawings shall be numbered to facilitate referencing. A drawing index, including references to the written text, shall also be provided. The drawings shall be bound in the Proposal. Drawings larger the 8 1/2 inches x 11 inches shall be properly folded to 8 1/2 x 11 inches with the title block exhibited. Drawings shall be of sufficient quality to enable a thorough evaluation of the proposed system. Proposals may contain half-size or reduced-size drawings.

C. Enclosures

The Proposal shall contain enclosures consisting of catalog cuts, performance charts, and any applicable reference data. The enclosures shall show the section identification and be numbered to facilitate referencing. An enclosure index, including references to the written text and/or drawings shall be provided. The enclosures shall be bound in the Proposal. Enclosures larger the 8 1/2 inches x 11 inches shall be properly folded to 8 1/2 x 11 inches with the section identification and numbering exhibited.

2.I-4 COMPARATIVE EVALUATION AND RELATED PROPOSAL SUBMITTAL REQUIREMENTS

The PET shall compare and evaluate each Proposal according to the criteria set forth below. The PET will score each Proposal on the completeness and adequacy of the Proposer's responses and on additional available, relevant information. The criteria used by the PET to evaluate and rank Proposals are listed below:

(Category)	(Score)
1. System 1.1 1.2	Proposal Services Equipment	50%
2. Qualific	20%	
3. Price Pr	30%	
		[Total: <u>100%</u>]

The following is a description of the categories the Association will use for evaluation of Proposals and the Proposal submittal requirements associated with that section.

2.I-4.1 SYSTEM PROPOSAL

4.1.1 SERVICES

CUSTOMER SERVICES

(a) Evaluation Criteria

The Proposer's plan for providing customer service activities shall be evaluated based on the following criteria.

- Compliance with requirement that the Contractor provide, equip, staff and operate a toll free call center and a mail center providing the customer service functions listed below:
- Compliance with requirement to provide the customer service activities as described in the specifications.
- Compliance with call center, mail center and Agency customer service functional requirements.
- Compliance with call center and mail center performance requirements.
- Overall efficiency of proposed plan for providing customer service activities.
- Ability to provide customer services in addition to those listed above.

(b) Proposal Submittal Requirements

- Describe in detail the plan for establishing a call and mail center for providing customer services.
- Describe in detail the customer services that will be provided.
- Describe the plan's ability to meet the functional and performance requirements related to the provision of customer services including a call center, mail center and agency customer service.
- Provide a list of existing Intellectual Property that will be used to provide Customer Service activities, including owner, description and licensing rights if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to perform this function, and how it will be developed.

INSTITUTIONAL PROGRAMS

(a) Evaluation Criteria

The Proposer's plan for supporting institutional programs shall be evaluated based on the following criteria.

- Compliance with requirements to provide administrative support services, including; fare card management, clearinghouse services, financial management and network management, for the following Institutional Programs:
 - 1. Employer
 - 2. Commercial Account
 - 3. Campus
 - 4. Human Services
- Compliance with common functional requirements to support Institutional Programs.
- Compliance with specific Institutional Program requirements.
- Compliance with performance requirements.

- Describe in detail the approach for providing administrative support services (fare card management, clearinghouse services, financial management, network management) for each Institutional Program.
- Describe how the functional requirements common to all the Institutional Programs will be met.

- Describe how the specific requirements for each Institutional Program will be met.
- Provide a list of existing Intellectual Property that will be used to support Institutional Programs including owner, description and licensing rights - if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to perform this function, and how it will be developed.
- Describe how the performance requirements will be met

CARD PROCUREMENT AND DISTRIBUTION

(a) Evaluation Criteria

The Proposer's plan for managing card procurement and distribution shall be evaluated based on the following criteria.

- Compliance with functional requirements for RFCS card procurement.
- Compliance with functional requirements for RFCS card distribution.
- Compliance with functional requirements for RFCS card inventory management.
- Compliance with performance requirements.

- Describe how the card procurement functional requirements will be met
- Describe how the card distribution functional requirements will be met.
- Describe how the card inventory management functional requirements will be met.
- Describe how the performance requirements will be met.
- Provide a list of existing Intellectual Property that will be used to perform these functions including owner, description and licensing rights if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to perform this function, and how it will be developed.

FARE CARD MANAGEMENT

(a) Evaluation Criteria

The Proposer's plan for ordering, receiving, distributing and managing the inventory of fare cards shall be evaluated based on the following criteria.

- Compliance with functional requirements including card initialization, card information, card management and privacy.
- Compliance with performance requirements.
- Ability to add functions to the applications loaded on the fare card.

(b) Proposal Submittal Requirements

- Describe how the functional requirements will be met for card initialization, card information, card management and privacy.
- Describe how the performance requirements will be met.
- Describe in detail the ability to add functions to applications loaded on the card.
- Provide a list of existing Intellectual Property that will be used to perform these functions including owner, description and licensing rights if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to perform this function, and how it will be developed.
- Describe in detail any proposed card fees to customers and institutions.

CLEARINGHOUSE SERVICES

(a) Evaluation Criteria

The Proposer's ability to provide a clearinghouse that complies with the requirements set forth in this document shall be evaluated based on the following criteria.

- Ability of proposed clearinghouse to perform the responsibilities as specified.
- Ability of the proposed clearinghouse to support the Association's fare policies.
- Compliance with functional requirements.
- Compliance with performance requirements.

(b) Proposal Submittal Requirements

- Describe in detail the proposed clearinghouse and its responsibilities.
- Describe the capabilities of the clearinghouse to support the Association's fare policies.
- Describe how the clearinghouse complies with the functional requirements for the responsibilities listed above.
- Describe how the performance requirements will be met.
- Provide a list of existing Intellectual Property that will be used to perform these functions including owner, description and licensing rights if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to perform this function, and how it will be developed.

MARKETING PLAN

(a) Evaluation Criteria

The Proposer's marketing plan shall be evaluated based on the following criteria.

- Ability of marketing plan to achieve the largest possible penetration of the fare card in various customer markets.
- Ability of marketing plan to work in conjunction and cooperation with Agency marketing programs.
- Compliance with the marketing plan requirements as specified including market research, fare program promotion and program monitoring.
- Overall marketing plan budget.
- Plan's compliance with performance requirements.
- Ability of plan to promote other Association services in addition to smart card fare collection system.

- Describe in detail the marketing plan proposed for the RFCS. Include the information required in the specifications.
- Describe how the plan will meet the performance requirements.
- Provide a list of existing Intellectual Property that will be used to perform these functions including owner, description and licensing rights if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to perform this function, and how it will be developed.

FINANCIAL MANAGEMENT

(a) Evaluation Criteria

The Proposer's ability to provide services necessary for the financial management of operating revenues and for operational expenses directly related to the generation of revenue that comply with the requirements set forth in this document shall be evaluated based on the following criteria.

- Ability to provide the financial management services listed in the specifications.
- Compliance with functional requirements including cash management, fee management, merchant of record and institutional programs management.
- Compliance with performance requirements.

(b) Proposal Submittal Requirements

- Describe the financial management program and the services provided.
- Describe how the functional requirements will be met for cash management, fee management, merchant of record and institutional program management.
- Describe how the performance requirements will be met.
- Provide a list of existing Intellectual Property that will be used to perform these functions including owner, description and licensing rights - if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to perform this function, and how it will be developed.

NETWORK MANAGEMENT

(a) Evaluation Criteria

The Proposer's ability to provide network management that complies with the requirements set forth in this document shall be evaluated based on the following criteria.

- Compliance with functional requirements including network configuration, network management and data management.
- Compliance with performance requirements.

- Describe the network management plan in detail including how information will flow between the points of service, the revalue network and fare transaction processors, and the decision support processors, the clearinghouse system and the various Agencies back office systems.
- Describe the communications system and its availability and capacity to meet the demands of each individual interface and end point. Include a description of the backup communication system.
- Describe the services for monitoring and supporting the network infrastructure.
- Describe the system and services for data management.
- Describe how the performance requirements will be met.
- Provide a list of existing Intellectual Property that will be used to perform these functions including owner, description and licensing rights - if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to perform this function, and how it will be developed.

REVALUE NETWORK

(a) Evaluation Criteria

The Proposer's ability to provide geographically comprehensive revalue network that complies with the requirements set forth in this document shall be evaluated based on the following criteria.

- Compliance with general requirements for the network.
- Compliance with functional requirements.
- Compliance with performance requirements.

- Describe the revalue network plan in detail including the geographic coverage.
- Describe how the functional requirements will be met.
- Describe how the performance requirements will be met.
- Provide a list of existing Intellectual Property that will be used to perform these functions including owner, description and licensing rights if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to perform this function, and how it will be developed.
- Describe in detail any proposed customer fees.

MAINTENANCE AND TECHNICAL SUPPORT SERVICES

(a) Evaluation Criteria

The Proposer's ability to provide technical support and maintenance services that comply with the requirements set forth in this document shall be evaluated based on the following criteria.

- Compliance with requirements to maintain facilities and equipment.
- Compliance with maintenance service requirements.
- Compliance with requirements for Agency phone support services.

(b) Proposal Submittal Requirements

- Describe in detail how facilities and equipment will be maintained.
- Describe how maintenance service requirements will be met.
- Describe how Agency phone support service requirements will be met.
- Provide a list of existing Intellectual Property that will be used to perform these functions including owner, description and licensing rights - if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to perform this function, and how it will be developed.

SYSTEM IMPLEMENTATION

(a) Evaluation Criteria

The Proposer's ability to perform system implementation for Phases I and II that complies with the requirements and criteria set forth in this document shall be evaluated based on the following criteria.

- Compliance with implementation planning criteria as specified.
- Compliance with engineering and design requirements.
- Compliance with installation requirements.
- Compliance with testing requirements.
- Compliance with requirements for progress and performance monitoring.

(b) Proposal Submittal Requirements

- Complete Project Design, Development and Implementation Schedule form (Attachment K), and submit in Microsoft Project Plan format as provided. (Do not modify, delete or add to the Tasks Names on the form).
- Describe in detail the implementation plan, including critical path, and how it complies with the implementation criteria and requirements for Phases I and II.
- Describe how the engineering and design requirements will be met.
- Describe how the installation requirements will be met. Include the Proposer's assumptions related to site preparation work, any installation work the Proposer is not responsible for, and the Proposer's ability to access the Association's facilities, vehicles and equipment.
- Describe how the testing requirements will be met.
- Describe how the requirements for Progress and Performance monitoring requirements including progress and performance reviews, status reporting and problem reporting will be met.
- Provide a list of existing Intellectual Property that will be used to perform these functions including owner, description and licensing rights if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to perform this function, and how it will be developed.

TRAINING REQUIREMENTS

(a) Evaluation Criteria

The Proposer's ability to develop and conduct training programs for personnel related to equipment, hardware, support and diagnostic equipment and software that comply with the requirements and criteria set forth in this document shall be evaluated based on the following criteria.

- Compliance with general training requirements.
- Compliance with requirements for training courses.
- Compliance with requirements for the provision of training materials.
- Compliance with requirements for training facilities and equipment.
- Compliance with requirements for training program approval and instructor qualifications.

(b) Proposal Submittal Requirements

- Describe in detail the overall training program and how it meets the general training requirements specified herein.
- Describe the training courses that will be provided.
- Describe the training materials that will be provided.
- Describe the training facilities and equipment that will be used.
- Describe the process for obtaining approval for training programs and instructors.
- Provide a list of existing Intellectual Property that will be used to perform these functions including owner, description and licensing rights - if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to perform this function, and how it will be developed.

CONTRACT CLOSE-OUT TRANSITION PLAN

(a) Evaluation Criteria

The Proposer's plan for the RFCS system transition to another contractor upon contract close-out shall be evaluated based on the following criteria.

- Ability to provide a timely and efficient transition.
- Ability to minimize impact to the Association's daily operations.
- Ability to minimize impact to services provided to the Association.
- Ability to provide operations procedures to manage existing RFCS system.
- Ability to minimize customer impact.
- Ability to train and prepare agency staff for transition to a new contractor.
- Minimize transition costs to the Association
- Ability to provide fixed asset inventory information

(a) Proposal Submittal Requirements

Submit a transition plan that includes, but is not limited to, the following:

- Identify all areas of the RFCS system impacted by system transition to another contractor.
- Identify all procedures required to sustain on-going system operations.
- Identify the cost elements associated with system transition
- Describe processes necessary to provide information on existing fixed assets.

• Describe processes necessary to identify all resources required to operate and manage the RFCS system.

4.1.2 EQUIPMENT

GENERAL TECHNICAL REQUIREMENTS

(a) Evaluation Criteria

The Proposer's compliance with the general technical requirements specified for all the RFCS equipment shall be evaluated based on the following criteria.

- Compliance with physical and materials requirements including ADA, modular design and upgradeability.
- Compliance with software requirements.
- Compliance with system security requirements.
- Compliance with data backup and recovery requirements.
- Compliance with system reliability and availability requirements.
- Compliance with electrical requirements.
- Compliance with environmental requirements.
- Compliance with documentation requirements.
- Compliance with audit requirements.

- Describe the plan for ensuring compliance with the system's physical and materials general requirements.
- Describe the plan for ensuring compliance with the software requirements.
- Describe how the system security requirements will be met.
- Describe how the data backup and recovery requirements will be met.
- Describe the plan for ensuring compliance with the system reliability and availability requirements.
- Describe how the electrical requirements will be met.
- Describe how the environmental requirements will be met. Include a
 description of the provisions for protecting equipment and components
 from vandalism.
- Describe how the documentation requirements will be met.
- Describe how the audit requirements will be met.
- Provide a list of existing Intellectual Property that will be used to perform these functions including owner, description and licensing rights - if the Proposer is not the owner.

• Describe the Intellectual Property that would be developed to perform this function, and how it will be developed.

FARE CARD

(a) Evaluation Criteria

The Proposer's ability to provide a fare card that complies with the requirements set forth in this document shall be evaluated based on the following criteria.

- Ability of the proposed fare card to support Association's fare policies.
- Compliance with functional requirements for the card operating system.
- Compliance with the card re-issuance requirements.
- Compliance with performance requirements, including card reliability and useful life.
- Compliance with physical requirements and standards.
- Compliance with testing requirements and procedures.
- Compliance with security requirements, including electronic purse applications, chip personalization and privacy.
- Compliance with Agency or Institution specific requirements.

OPTION (Disposable Card):

A disposable card may be proposed in addition to the fare card specified. The disposable card option will be evaluated based on its level of functionality and cost. The Association reserves the right to select or reject this option based on its own determination as to whether or not it is advantageous to the Association.

OPTION (Smart Objects):

"Smart Objects", such as watches and wristbands may be proposed in addition to the fare card specified. These would be used for limited distribution to address school, disabled and special promotion needs. The smart object option will be evaluated based on its level of functionality and cost. The Association reserves the right to select or reject this option based on its own determination as to whether or not it is advantageous to the Association.

(b) Proposal Submittal Requirements

- Describe in detail the fare card proposed, including its technical capabilities. Provide a product specification sheet.
- Describe the capabilities of the fare card to support the Association's fare policies.
- Describe how the fare card complies with the functional requirements specified for the card operating system.
- Describe how the fare card re-issuance requirements will be met.
- Describe the fare card's ability to meet the performance requirements, including reliability and useful life. Provide supporting technical documentation.
- Describe how the fare card complies with the physical standards specified.
- Describe how the testing requirements and procedures will be met.
- Describe how the security requirements, including electronic purse applications, chip personalization and privacy will be achieved.
- Describe how the requirements for Agency/Institutional specific requirements will be met.
- Provide a list of existing Intellectual Property that will be used to perform these functions including owner, description and licensing rights - if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to perform this function, and how it will be developed.

OPTION (Disposable Card):

- Describe in detail the disposable fare card proposed, including its technical capabilities.
- Describe the level of functionality the disposable card can achieve based on the fare card requirements specified in this document.
 Include a description of the functions the disposable fare card cannot perform.
- Describe the complete life-cycle of this card from the issuance and value load to distribution and card usage.
- Describe how and where the disposable card will interface with other system components.

OPTION (Smart Objects):

- Describe in detail the smart object(s) proposed, including its technical capabilities.
- Describe the level of functionality the smart object can achieve based on the fare card requirements specified in this document.

Include a description of the functions the smart object cannot perform.

- Describe the complete life-cycle of this smart object from the issuance and value load to distribution and smart object usage.
- Describe how and where the smart object will interface with other system components.

FARE TRANSACTION PROCESSOR (FTP)- GENERAL

(a) Evaluation Criteria

The Proposer's ability to provide fare transaction processors that comply with the <u>general</u> requirements set forth in this document shall be evaluated based on the following criteria.

- Ability of the proposed fare transaction processor to support Association's fare policies.
- Compliance with requirements for an FTP configuration that includes a central processing unit, memory, card interface and passenger interface.
- Compliance with the functional requirements.
- Compliance with performance requirements, including processing time, and accuracy and reliability.
- Compliance with physical requirements.
- Compliance with environmental requirements.
- Compliance with data exchange requirements.
- Compliance with testing requirements and procedures including cycling test, vibration test and shock test.
- Compliance with additional security requirements.

- Describe in detail the fare transaction processor proposed, including its technical capabilities. Provide a product specification sheet.
- Describe the capabilities of the FTP to support the Association's fare policies.
- Describe the FTP configuration including the central processing unit, memory, card interface and passenger interface modules.
- Describe how the functional requirements will be met
- Describe how the performance requirements will be met
- Describe how the physical requirements will be met.
- Describe how the environmental requirements will be met.

- Describe how the data exchange requirements will be met.
- Describe how the testing requirements and procedures will be met.
- Describe how the additional security requirements will be met.
- Provide a list of existing Intellectual Property related to this equipment including owner, description and licensing rights if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to provide this equipment, and how it will be developed.

ON-BOARD FARE TRANSACTION PROCESSOR (FTP)

(a) Evaluation Criteria

The Proposer's ability to provide On-Board Fare Card Transaction Processors (OBFTP) that comply with the requirements set forth in this document shall be evaluated based on the following criteria.

- Ability of the proposed on-board fare transaction processor to support Association's fare policies.
- Ability to meet the requirements of the modularized on-board FTP.
- Compliance with requirements for the OBFTP configurations.
- Compliance with the functional requirements.
- Compliance with performance requirements.
- Compliance with physical requirements.
- Compliance with electrical requirements.
- Compliance with data exchange requirements.
- Compliance with installation requirements.
- Compliance with agency specific requirements.

OPTION (On Board FTP Cash/Card Unit):

A single unit that automatically processes and stores all fare payments including cash, smart card, transfers, tickets, and combinations of smart card and cash. The unit shall combine the functional and performance requirements of the Smart Card On Board FTP and the existing GFI fareboxes. The unit shall be connected to the other on board equipment based on the desired on board architecture. The FTP cash/card unit option will be evaluated based on its level of functionality and cost. The Association reserves the right to select or reject this option based on its own determination as to whether or not it is advantageous to the Association.

OPTION (Alternative modularized on-board FTP):

The modularized on-board FTP will be provided for King County Metro's on-board system's integration. The modularized system approach would establish a platform on the vehicle into which on-board systems, including the OBFTP will interface. The modularized on-board FTP proposed would be evaluated based on its ability to meet the objectives defined in the RFP's technical specifications. Proposers may propose alternative on-board configurations for meeting these objectives in addition to the configurations provided in this document. In addition, this option will be evaluated based on its level of functionality and cost. The Association reserves the right to select or reject this option based on its own determination as to whether or not it is advantageous to the Association.

(b) Proposal Submittal Requirements

- Describe in detail the on-board fare transaction processor proposed, including its technical capabilities. Provide a product specification sheet.
- Describe the capabilities of the OBFTP to support the Association's fare policies.
- Describe the OBFTP configuration and how it meets the requirements.
- Describe how the functional requirements will be met
- Describe how the performance requirements will be met
- Describe how the physical requirements will be met.
- Describe how the electrical requirements will be met.
- Describe how the data exchange requirements will be met.
- Describe how the installation requirements will be met.
- Describe how the agency specific requirements will be met.
- Provide a list of existing Intellectual Property related to this
 equipment including owner, description and licensing rights if the
 Proposer is not the owner.
- Describe the Intellectual Property that would be developed to provide this equipment, and how it will be developed.

OPTION (FTP Cash/Card Unit):

- Describe in detail the FTP cash/card unit proposed, including its technical capabilities.
- Describe the level of functionality the single FTP cash/card unit can achieve based on the requirements specified in this document. Include a description of the functions the FTP cash/card unit cannot perform.
- Describe the complete life-cycle of this FTP unit.

- Describe how and where the FTP cash/card unit will interface with other system components.
- Provide a list of existing Intellectual Property related to this equipment including owner, description and licensing rights if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to provide this equipment, and how it will be developed.

OPTION (Alternative modularized on-board FTP):

- Describe in detail the modularized on-board FTP proposed, including its technical capabilities.
- Describe the on-board configuration.
- Describe the level of functionality the modularized on-board FTP can achieve based on the requirements and objectives specified in this document.
- Describe the complete life-cycle of this FTP unit.
- Describe how and where the modularized on-board FTP will interface with other system components.
- Provide a list of existing Intellectual Property related to this equipment including owner, description and licensing rights if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to provide this equipment, and how it will be developed.

VEHICLE LOGIC UNIT (VLU)

(a) Evaluation Criteria

The Proposer's ability to provide vehicle logic units (VLU) that comply with the requirements set forth in this document shall be evaluated based on the following criteria.

- Ability of the proposed vehicle logic unit (VLU) to support the Association's fare policies.
- Compliance with functional requirements.
- Compliance with physical requirements.
- Compliance with electrical requirements.
- Compliance with data exchange requirements.
- Compliance with installation requirements.

- Describe in detail the vehicle logic unit (VLU) proposed, including its technical capabilities. Provide a product specification sheet.
- Describe the capabilities of the VLU to support the Association's fare policies.
- Describe how the VLU will meet the functional requirements.
- Describe how the physical requirements will be met.
- Describe how the electrical requirements will be met.
- Describe how the data exchange requirements will be met.
- Describe how the installation requirements will be met.
- Provide a list of existing Intellectual Property related to this
 equipment including owner, description and licensing rights if the
 Proposer is not the owner.
- Describe the Intellectual Property that would be developed to provide this equipment, and how it will be developed.

DRIVER DISPLAY UNIT (DDU)

(a) Evaluation Criteria

The Proposer's ability to provide driver display units (DDU) that comply with the requirements set forth in this document shall be evaluated based on the following criteria.

- Ability of the proposed driver display unit (DDU) to support the Association's fare policies.
- Compliance with functional requirements.
- Compliance with performance requirements.
- Compliance with physical requirements.
- Compliance with electrical requirements.
- Compliance with data exchange requirements.
- Compliance with installation requirements.

- Describe in detail the driver display unit (DDU) proposed, including its technical capabilities. Provide a product specification sheet.
- Describe the capabilities of the DDU to support the Association's fare policies.
- Describe how the DDU will meet the functional requirements.
- Describe how the performance requirements will be met.
- Describe how the physical requirements will be met.
- Describe how the electrical requirements will be met.

- Describe how the data exchange requirements will be met.
- Describe how the installation requirements will be met.
- Describe how the MDT replacement requirement will be met.
- Provide a list of existing Intellectual Property related to this equipment including owner, description and licensing rights if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to provide this equipment, and how it will be developed.

WIRELESS DATA ON/OFF LOADING SYSTEM (WDOLS)

(a) Evaluation Criteria

The Proposer's ability to provide a wireless data on/off loading system (WDOLS) that comply with the requirements set forth in this document shall be evaluated based on the following criteria.

- Ability of the proposed wireless data on/off loading system (WDOLS) to support the Association's fare policies.
- Compliance with functional requirements.
- Compliance with performance requirements.
- Compliance with physical requirements.
- Compliance with electrical requirements.
- Compliance with data exchange requirements.
- Compliance with installation requirements.

- Describe in detail the wireless data on/off loading system (WDOLS) proposed, including its technical capabilities. Provide a product specification sheet.
- Describe the capabilities of the WDOLS to support the Association's fare policies.
- Describe how the WDOLS will meet the functional requirements.
- Describe how the performance requirements will be met.
- Describe how the physical requirements will be met.
- Describe how the electrical requirements will be met.
- Describe how the data exchange requirements will be met.
- Describe how the installation requirements will be met.
- Provide a list of existing Intellectual Property related to this equipment including owner, description and licensing rights if the Proposer is not the owner.

• Describe the Intellectual Property that would be developed to provide this equipment, and how it will be developed.

PORTABLE FARE TRANSACTION PROCESSOR (PFTP)

(a) Evaluation Criteria

The Proposer's ability to provide Portable Fare Card Transaction Processors (PFTP) that comply with the requirements set forth in this document shall be evaluated based on the following criteria.

- Ability of the proposed portable fare transaction processor to support Association's fare policies.
- Compliance with requirements for the PFTP configuration.
- Compliance with the functional requirements.
- Compliance with physical requirements.
- Compliance with electrical requirements.
- Compliance with data exchange requirements.
- Compliance with additional security requirements.

- Describe in detail the portable fare transaction unit (PFTP) proposed, including its technical capabilities. Provide a product specification sheet.
- Describe the capabilities of the PFTP to support the Association's fare policies.
- Describe how the PFTP will meet the functional requirements.
- Describe how the physical requirements will be met.
- Describe how the electrical requirements will be met.
- Describe how the data exchange requirements will be met.
- Describe how the additional security requirements will be met.
- Provide a list of existing Intellectual Property related to this
 equipment including owner, description and licensing rights if the
 Proposer is not the owner.
- Describe the Intellectual Property that would be developed to provide this equipment, and how it will be developed.

STAND-ALONE FARE TRANSACTION PROCESSOR (SAFTP)

(a) Evaluation Criteria

The Proposer's ability to provide Stand-Alone Fare Card Transaction Processors (SAFTP) that comply with the requirements set forth in this document shall be evaluated based on the following criteria.

- Ability of the proposed stand-alone fare transaction processor to support Association's fare policies.
- Compliance with requirements for the SAFTP configuration.
- Compliance with the functional requirements.
- Compliance with performance requirements.
- Compliance with physical requirements.
- Compliance with data exchange requirements.
- Compliance with installation requirements.

(b) Proposal Submittal Requirements

- Describe in detail the stand-alone fare transaction unit (SAFTP) proposed, including its technical capabilities. Provide a product specification sheet.
- Describe the capabilities of the SAFTP to support the Association's fare policies.
- Describe how the SAFTP will meet the functional requirements.
- Describe how the performance requirements will be met.
- Describe how the physical requirements will be met.
- Describe how the data exchange requirements will be met.
- Describe how the installation requirements will be met.
- Provide a list of existing Intellectual Property related to this equipment including owner, description and licensing rights if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to provide this equipment, and how it will be developed.

AUTOMATED REVALUE KIOSKS

(a) Evaluation Criteria

The Proposer's ability to provide automated revalue kiosks (ARK) that comply with the requirements set forth in this document shall be evaluated based on the following criteria.

- Ability of the proposed automated revalue kiosk (ARK) to support the Association's fare policies.
- Compliance with functional requirements.
- Compliance with performance requirements.
- Compliance with physical requirements.
- Compliance with electrical requirements.
- Compliance with environmental requirements.
- Compliance with data exchange requirements.
- Compliance with installation requirements.
- Compliance with testing requirements and procedures.

(b) Proposal Submittal Requirements

- Describe in detail the automated revalue kiosk (ARK) proposed, including its technical capabilities and dimensions. Provide a product specification sheet.
- Describe the capabilities of the ARK to support the Association's fare policies.
- Describe how the ARK complies with the functional requirements specified.
- Describe the ARK's ability to meet the performance requirements. Provide supporting technical documentation.
- Describe how the equipment complies with the physical requirements.
- Describe how the ARK complies with the electrical requirements.
- Describe how the ARK complies with environmental requirements.
- Describe how the ARK complies with the data exchange requirements.
- Describe how the installation requirements will be met.
- Describe how the testing requirements and procedures will be met.
- Provide a list of existing Intellectual Property related to this
 equipment including owner, description and licensing rights if the
 Proposer is not the owner.
- Describe the Intellectual Property that would be developed to provide this equipment, and how it will be developed.

CUSTOMER SERVICE TERMINAL (CST)

(a) Evaluation Criteria

The Proposer's ability to provide customer service terminals (CST) that comply with the requirements set forth in this document shall be evaluated based on the following criteria.

- Ability of the proposed customer service terminal (CST) to support the Association's fare policies.
- Compliance with functional requirements for the CST.
- Compliance with performance requirements.
- Compliance with physical requirements.
- Compliance with electrical requirements.
- Compliance with environmental requirements.
- Compliance with data exchange requirements.
- Compliance with installation requirements.
- Compliance with additional security requirements.
- Compliance with Agency specific requirements.

(b) Proposal Submittal Requirements

- Describe in detail the customer service terminal (CST) proposed, including its technical capabilities. Provide a product specification sheet.
- Describe the capabilities of the CST to support the Association's fare policies.
- Describe how the CST complies with the functional requirements specified.
- Describe how the CST complies with the performance requirements.
- Describe how the CST complies with physical requirements.
- Describe how the electrical requirements will be met.
- Describe how the environmental requirements will be met.
- Describe how the data exchange requirements will be met.
- Describe how the installation requirements will be met.
- Describe how additional security requirements will be met.
- Describe how Agency specific requirements will be met.
- Provide a list of existing Intellectual Property related to this equipment including owner, description and licensing rights if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to provide this equipment, and how it will be developed.

DATA COLLECTION SYSTEM

(a) Evaluation Criteria

The Proposer's ability to provide a data collection system (consisting of data acquisition computers) that complies with the requirements set forth in this document shall be evaluated based on the following criteria.

- Ability of the proposed data collection system to support the Association's fare policies.
- Compliance with functional requirements.
- Compliance with performance requirements.
- Compliance with physical requirements.
- Compliance with electrical requirements.
- Compliance with environmental requirements.
- Compliance with data exchange requirements.
- Compliance with installation requirements.
- Compliance with additional security requirements.
- Compliance with agency specific requirements

(b) Proposal Submittal Requirements

- Describe in detail the data collection system proposed, including a detailed plan that describes the methodology of capturing, processing and transferring data.
- Describe the capabilities of the data collection system to support the Association's fare policies.
- Describe how the data collection system complies with the functional requirements specified.
- Describe how the data collection system meets the performance requirements.
- Describe how the data collection system complies with the physical requirements.
- Describe how the electrical requirements will be met.
- Describe how the environmental requirements will be met.
- Describe how the data collection system complies with the data exchange requirements.
- Describe how the installation requirements will be met.
- Describe how the additional security requirements will be met.
- Describe how the agency specific requirements will be met.
- Provide a list of existing Intellectual Property related to this
 equipment including owner, description and licensing rights if the
 Proposer is not the owner.

• Describe the Intellectual Property that would be developed to provide this equipment, and how it will be developed.

BACK OFFICE DATA INTEGRATION

(a) Evaluation Criteria

The Proposer's ability to provide a Back Office Data integration that complies with the requirements set forth in this document shall be evaluated based on the following:

- Ability of the proposed back office system integration to support the required Agency business functions.
- Ability of back office system integration to support the Association's fare policies.
- Compliance with functional requirements.
- Compliance with data exchange and reporting requirements.
- Compliance with general computing environments.
- Compliance with performance requirements.
- Compliance with installation requirements.
- Compliance with additional security requirements.
- Compliance with documentation requirements.

(b) Proposal Submittal Requirements

- Describe in detail the back-office data integration plan proposed. Include a description as to how the system will support the Association's business functions and fare policies.
- Describe how functional requirements will be met.
- Describe how the data exchange and reporting requirements will be met.
- Describe how the back-office plan is compatible with the general computing environment requirements.
- Describe how the performance requirements will be met.
- Describe how the installation requirements will be met.
- Describe how the additional security requirements will be met.
- Describe how the documentation requirements will be met.
- Provide a list of existing Intellectual Property related to this equipment including owner, description and licensing rights if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to provide this equipment, and how it will be developed.

NON-FARE APPLICATIONS

(a) Evaluation Criteria

The Proposer's ability to provide the non-fare applications that comply with the requirements set forth in this document shall be evaluated based on the following:

•

- Compliance with functional and performance requirements for the Parking Revenue Collection System application.
- Compliance with the functional and performance requirements for the Food and Sundry Payment System application.

(b) Proposal Submittal Requirements

•

- Describe the approach for providing a Parking Revenue Collection System application including how the functional and performance requirements will be met.
- Describe the approach for providing a Food and Sundry Payment System application including how the functional and performance requirements will be met.
- Provide a list of existing Intellectual Property related to these functions including owner, description and licensing rights - if the Proposer is not the owner.
- Describe the Intellectual Property that would be developed to provide these functions, and how it will be developed.

SYSTEM EXPANSION AND POTENTIAL FUTURE APPLICATIONS

(a) Evaluation Criteria

The Proposer's ability to provide an RFC system that has the capability for future expansion to incorporate additional potential RFCS smart card applications. This capability will be evaluated based on the following:

- Overall capability of system to expand and incorporate future, additional applications.
- Ability to minimize the degree of impact on RFCS operations due to future system expansion.

- Ability to minimize replacement and/or modifications of hardware and software due to future system expansion.
- Ability to continue meeting RFCS performance requirements while expanding system to incorporate additional smart card applications.
- Financial impact of system expansion (costs and revenues) on operations.

(b) Proposal Submittal Requirements

• Describe how the system can be expanded to incorporate additional applications in the future. At a minimum, the description must include the characteristics of the system architecture, card design and operating policies.

2.I-4.2 QUALIFICATIONS & EXPERIENCE

(a) Evaluation Criteria

The Proposer's ability to successfully perform the required tasks shall be evaluated. This criterion does not include the financial responsibility determination.

The Association will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer appears to be capable of and has a history of successfully performing the kind of Work identified in this RFP and completing contracts and agreements of this type.

The following elements will be considered by the Association in determining the extent to which a Proposer has demonstrated its capability:

- the ability, capacity and skill of the Proposer to perform and provide the Work required;
- the character, integrity, reputation, judgment and efficiency of the Proposer;
- the quality and timeliness of performance by the Proposer on previous contracts and agreements with the agencies participating in the Association and with other local governments and state and federal agencies, including, but not limited to, the relative costs, burdens, time and effort necessarily expended by the Agency and such governments and agencies in securing satisfactory performance and resolving claims;

- the previous and existing compliance by the Proposer with laws relating to public contracts or agreements, including, but not limited to, minority, women and disadvantaged business enterprise and equal employment opportunity requirements;
- the history of the Proposer in filing claims and litigation on prior projects involving the agencies or on other public or private projects; and
- such other information as may be secured having a bearing on the Proposer's capability.

Proposers shall, when requested by the Association, furnish acceptable evidence of the Proposer's ability to perform, such as firm commitments for equipment, supplies, facilities and any subcontracts, and the Proposer's ability to obtain the necessary personnel. Refusal or neglect to provide such information when requested and according to the schedule established by the Association will result in the Proposal no longer being considered by the Association.

(b) Proposal Submittal Requirements

Each Proposer shall provide information to establish the ability of the Proposer to satisfactorily perform the Work described in this RFP. Such information shall demonstrate the Proposer's competence in performing the Work, the nature and relevance of similar work performed or being performed, staffing capability and supportive client references. Each Proposer shall provide the following:

A. Proposer Team/Consortium

Identify the team members in the Consortium and define their roles and responsibilities in the project using the table format below. List in approximate order of contract contribution.

Team Member	Project Roles and Responsibilities

B. Previous Experience

With respect to each question, please answer separately with respect to the Proposer, each Consortium member, and each major subcontractor:

(1) <u>Services:</u> Describe the entity's experience within the last five (5) years in the management, implementation, and operation of services of similar size and complexity to that required in the Contract Specifications, including the following:

- Overall project/program management
- Card issuance, procurement, and inventory management
- Card distribution
- Card-base management
- Terminal device network management
- Revenue servicing of vending equipment
- Transaction settlement/reconciliation/clearinghouse services
- Financial gateway services
- Walk-in customer service center operation
- Phone support service center operation
- Depot maintenance services
- On-call maintenance services
- Asset management
- Personnel Training

Provide the following information for each project:

- (a) Name and location of the project client.
- (b) Project and/or service contract start and end dates.
- (c) Project budget.
- (d) General description of the size, scope and complexity of the project.
- (e) Description of all services provided including performance requirements and the size of service centers operated.
- (f) Achieved throughput rate or service volume of each service provided. Substantiate these results with proper documentation.
- (g) Data evidencing the performance reliability of provided services, as recorded by the client/purchaser.
- (h) Name, address, and telephone number of the purchaser's commercial contacts for the project.
- (2) <u>Equipment Technology</u>: Describe the entity's experience within the last five (5) years in the design, manufacture, implementation, operation, and maintenance of equipment and technology that is the same or similar to that required by the Contract Specifications. Provide the following information for each project:
 - (a) Name and location of the purchasing organization.
 - (b) Dates of commissioning and/or operation and maintenance of

equipment.

- (c) Description of the purpose and goals of the system (project).
- (d) Description of all equipment provided including the quantities of equipment, performance requirements, and length of time in service.
- (e) Transaction rate or throughput of the equipment. Substantiate these results with proper documentation.
- (f) Data evidencing the performance reliability of provided equipment, as recorded by the purchaser.
- (g) Name, address, and telephone number of the purchaser's commercial and technical contacts for the project.
- (3) List any relevant procurements for which any of the proposed team member organizations have been pre-qualified as bidders during the past five (5) years.
- (4) List relevant procurements for which any of the proposed team member organizations have been disqualified as bidders or Proposers during the past five (5) years, giving reason(s) for disqualification.
- (5) Provide the number of years of experience the proposed team member organizations have had in work similar to that specified in the Contract Specifications. Identify the number of years of experience various proposed team member organizations have had both individually and working in cooperation with each other on similar projects.
- (6) Identify if the Proposer or any of the proposed team members are certified per the Software Engineering Institute's Capability Maturity Model (SEI CMM), and if so the level of certification. Copies of the certification(s) shall be included in the Proposal.

C. <u>Commitment and Quality of Resources</u>

- (1) Identify the firm name, business address, telephone number, and Chief Executive Officer for each firm or business on the Proposer's team.
- (2) Identify the name, title, firm name, and business address of the key personnel proposed for the project, including but not limited to proposed individuals with the following responsibilities:
 - (a) Contract Administrator

- (b) Task managers
- (c) Business Operations Manager
- (d) Engineering Manager
- (e) Technical personnel supporting each area of technical expertise as required by the Contract Specifications.
- (3) Provide a detailed description of the relevant qualifications and experience of each of the individuals identified above in Question 1.
- (4) Provide information about each team member organization's work under way, or for which each is committed, including:
 - (a) Name and address of customer;
 - (b) Contract price;
 - (c) Kind of product and/or service being provided;
 - (d) Location of work; and
 - (e) Percent complete and expected completion date.
- (5) Identify the commitment (percentage of time dedicated) to this project of key personnel through the different phases of the project.
- (6) If any team member is not located in the State of Washington, provide the following information:
 - (a) Describe what methods and procedures are proposed for ensuring efficient and timely communication with the Association and other team members.
 - (b) Describe whether the team member proposes to establish a local office or facility in Washington with respect to this project.

D. <u>Organization</u>

(1) For the Proposer, the consortium as a whole, and each team member, identify the nature of the organization, state of organization, and address of principal place of business. If the project is to be managed from a different office than the principal place of business, specify address of that office:

Name	Type of Organization (corporation, partnership, etc.)	Address of Principal Place of Business and other offices

- (2) For any partnerships, corporations, or joint ventures included in the team, provide the following information:
 - (a) For partnerships, list state of organization and names and addresses of general and limited partners, and provide copy of partnership agreement;
 - (b) For corporations, list names of shareholders holding 5% or more of the stock (unless the corporation is a public company listed on the NYSE or regional exchange), officers and directors and State of incorporation, and provide certified copy of Articles of Incorporation and a recent good standing certificate from state of incorporation;
 - (c) For limited liability companies, list names of members and managers, state of organization, and if not a publicly traded company, provide certified copy of Articles of Organization, Operating agreement and good standing certificate from state of incorporation;
 - (d) For joint ventures, list names and addresses of venturers and provide copy of joint venture agreement. If any venturer is a corporation, partnership, or limited liability company, list the same information required for such entities.
- (3) Describe any agreements that exist among the members of the consortium, such as management agreements, license agreements, indemnity agreements, contribution agreements, and the like.
- (4) For public companies, provide copies of all documents filed with the SEC (or comparable foreign entity) within the last 2 years.
- (5) How many years has each of the proposed team member organizations been in business? List all names under which the team members have done business, and for what period of time under each name.
- (6) Has any proposed team member organization, or any officer or partner thereof, failed to complete a contract within the past five (5) years? If so, provide details.

- (7) Has any proposed team member organization been involved in any litigation in connection with a government procurement within the past five (5) years (as plaintiff or defendant)? If so, provide details.
- (8) Is any proposed team member currently involved in litigation or threatened litigation where the amount claimed is in excess of \$100,000? If so, provide details.
- (9) Has any proposed team member been involved in the last 5 years in any material litigation or threatened litigation which involves a claim that such member infringed or violated third party intellectual property rights (including copyright, trademark, patent and trade secret rights, and breach of confidentiality agreements)? If so, provide details. Exclude any claims which were adjudicated (not settled) in favor of the defendant.
- (10) Has any proposed team member been involved in an investigation or proceeding by a governmental agency within the last 5 years? If so, provide details.
- (11) Has any proposed team member been subject to any strike or labor stoppage, or any material claims of employee discrimination or harassment within the last 5 years? If so, provide details.
- (12) Has any proposed team member organization had a claim made against a performance bond? If so, provide details.
- (13) Has any proposed team member been involved in litigation involving another team member within the last 5 years? If so, provide details.
- (14) Has any proposed team member, or an officer or director of a team member, been convicted of or had a civil judgment rendered against them for commission of fraud, violation of antitrust or securities laws, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property? Is any such person or entity currently under indictment or civilly charged with any of the foregoing? If so, provide details.
- (15) In what other lines of business aside from those specified in the Contract Specifications are proposed team member organizations financially interested?
- (16) Describe any mergers or reorganizations of the proposed team members within the last 5 years.
- (17) Has any team member ever filed for bankruptcy, had an involuntarily bankruptcy proceeding filed against it, had a receiver appointed with respect to its assets, or made an assignment for benefit of creditors? If so, identify the member, case number, and disposition.

E. References

For each proposed team member organization, provide a list of customer references to demonstrate that work has been performed successfully in the past, including customer (organization) name and address, and the name and telephone number of a current employee who is familiar with the organization's work. Combined references should cover work spanning all technical/service expertise required by the Contract Specifications. (Note: Each subcontractor/supplier should also provide a minimum of five customer references.) If any team member or proposed subcontractor/supplier is unable to list five such references, include a list of as many references as possible and an explanation of why at least five references could not be listed.

2.I-4.3 PRICE PROPOSAL

- 1. <u>Price Proposal Format</u>. The Proposer shall submit the Price Proposal as listed below, and separately from the remainder of the Proposal document.
 - Fully complete the Price Proposal Sheets (see Attachment B).
 - Include supporting price/cost details, explanatory notes and any narrative to further clarify the Price Proposal being submitted.
 - Document all assumptions used when completing the Price Proposal Sheets.
- 2. Evaluation Period. The price evaluation will use a uniform method for all Proposals. The method will be a 10-year life cycle present value analysis. The price evaluation will consider both the overall project cost and the annual cost to the Association from implementation through the 10-year service operation period. The Association may include costs from other sources (e.g. in-house) in combination with the proposal prices, and will make uniform assumptions for economic analysis.
- 3. <u>Financing</u>. The Association is requesting two financing alternatives for the proposed system: an outright equipment purchase alternative, and a 5-10 year lease/purchase alternative. For the lease/purchase alternative, indicate the source of the financing and the complete terms of the financing agreement, which must be part of the Proposal and of any resulting contract.
- 4. <u>Price Sheets</u>. The price sheets included in this RFP are to be submitted with Proposals. Complete all sheets as instructed on the sheet. Use duplicate or additional sheets as necessary, but do not change the formats. Add explanatory notes as required for clarity.

- 5. <u>"Year" Definition.</u> Year 1 shall commence upon Full System Acceptance, and shall terminate on December 31 of the same calendar year. For evaluation purposes only, Proposers should assume Year 1 to represent a 9-month period from April 1 to December 31. Years 2-10 shall represent subsequent 12-month periods from January 1 to December 31.
- 6. <u>Alternative Proposals</u>. The Association is seeking one best solution for its needs, and does not desire alternative functional proposals, except where optional requirements are stated in the RFP. However, for pricing purposes, Proposers may propose financial alternatives different from those required. Follow the same procedure outlined herein, but clearly mark the additional proposal as an alternative.
- 7. Price Evaluation Factors. The Price Sheets for Equipment Purchase, Equipment Lease/Purchase, Fare Cards, Equipment Installation and Service Transactions all require unit prices be submitted for ranges of quantities. The PET will assign a weighted value for each quantity range and a specific quantity will be chosen for evaluation purposes only. The Price Sheets for Fare Cards and Service Transactions will also include weighted values and evaluation quantities by year. The PET prior to the submittal of proposals will determine such weighted values and evaluation quantities.

By signing and submitting the Price Proposal Submittal Form, the Proposer acknowledges that in the event the Association accepts its Proposal, including subsequent written modifications thereto, the Proposer shall have entered into an irrevocable and legally binding obligation to charge these costs in accordance with all terms and conditions of the executed agreement and Price Proposal Submittal Form.

2.I-5 EVALUATION OF THE BEST AND FINAL OFFERS

If Best and Final Offers are requested, the PET will identify what information and documentation the Proposer(s) shall submit and will evaluate the Best and Final Offers using the comparative criteria set forth in this RFP including any changes thereto made by addenda, along with the Association's records and any other relevant sources and information. The PET may request that the Proposer provide additional information, explanation and documentation. The submittal and evaluation process followed for Best and Final Offers shall conform to the process followed for Proposals, with exceptions or changes as may be determined by the PET and of which each affected Proposer is given notice.

2.I-6 NEGOTIATIONS

The Association may enter into negotiations with one or more Proposers to finalize contractual terms and conditions and Specifications. In the event negotiations are not

successful, the Association may initiate negotiations with the next ranking Proposer(s) or reject all remaining Proposals.

Negotiations will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of a contract.

2.I-7 AWARD OF CONTRACT

The Association reserves the right not to award a Contract under this RFP. If the Association decides to award a Contract, the award will be to the Proposer who meets the requirements of the RFP and whose Proposal, including revisions and changes submitted as part of the evaluation process, will be most advantageous to the Association taking into account the price, the financial responsibility of a Proposer, and the comparative evaluation criteria set forth in this RFP.

2.I-8 PUBLIC DISCLOSURE OF PROPOSALS

Proposals submitted under this RFP shall be considered public documents and with limited exceptions, will be available for inspection and copying by the public to the extent prescribed by Washington State law.

If a Proposer considers any portion of its Proposal to be protected or protectable under Washington State law, the Proposer shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion of a Proposal, the Association will determine whether the material must be made available under the law. If the material is not exempt from Washington State public disclosure law, the Association will notify the Proposer of the request and allow the Proposer five (5) King County Superior Court days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the Association will release the portions of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this section and shall have no claim against the Association on account of actions taken under such procedure.

2.I-9 OTHER CONTRACTS FROM THIS PROCUREMENT PROCESS

To the extent permitted by applicable law and regulations, other government agencies and educational institutions may seek to enter into a contract with the Contractor for equipment and services specified in the Contract resulting from this procurement. If the Contractor who is awarded the contract with the Association consents, each such government agency and educational institution may execute an individual contract with the Contractor for receiving and accepting equipment and

services, and for directly paying the Contractor. The Association assumes no responsibility or liability for any equipment and/or services purchased by other agencies/institutions pursuant to this provision.

3. STANDARD CONTRACTUAL TERMS AND CONDITIONS

I. CONTRACT ADMINISTRATION

3.I-1 ADMINISTRATION AND SUPERVISION

(a) This contract is between the Association and the Contractor who will be responsible for the work described herein. The Association is not a party to defining the division of work between the Contractor and its subcontractors, if any, and the specifications have not been written with this intent.

The Contractor represents that it has or will obtain all personnel and equipment required to perform hereunder and that such personnel shall be qualified, experienced and licensed as may be necessary or required by laws and regulations to perform such work. Such personnel shall not be current employees of any Agency or former employees of any Agency without the written approval of the Association. Any current or former Agency employees who are involved, or become involved, in the performance of the contract must be disclosed according to Attachment E; and the Association will determine whether conflicts of interest or ethical violations exist under the circumstances.

The Contractor's performance under this contract will be monitored and reviewed by the Contract Administrator appointed by the Association. Reports and data required to be provided by the Contractor shall be delivered to the Contract Administrator. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this contract shall be addressed to the Contract Administrator for response.

The work required under this Contract shall be performed by the Contractor, its employees, or by subcontractors whose selection has been authorized by the Association; provided, that the Association's authorization shall not relieve the Contractor or its subcontractors from any duties or obligations under this Contract or at law to perform in a satisfactory and competent manner.

(b) The Association shall designate a Contract Administrator for contract administration. The Association, through its Contract Administrator, will issue any notices required under this contract. The Association will be responsible for determining when all work has been satisfactorily performed by the Contractor in compliance with all provisions of this Contract, including disadvantaged business enterprise and equal employment opportunity commitments.

3.I-2 CONTRACT DOCUMENTS AND PRECEDENCE

The documents constituting the contract between the Association and the Contractor are intended to be complementary so that what is required by any one of them shall

be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence in the following order: Change Orders; Contract Document and all Attachments, Best and Final Offer; Revised Proposal; Proposal Addenda; Proposal; and Request for Proposal.

3.I-3 CHANGES ORDERS

The Association may, at any time, without notice to the sureties, by written order, make any change in the work within the scope of this contract. No oral order or conduct by the Association will constitute a change order unless confirmed in writing by the Association.

If any change order causes an increase or decrease in the cost of, or the time required for performance of any part of the work under this contract, an equitable adjustment in the contract price, the delivery schedule, or both shall be made and the contract modified in writing accordingly. Every change order may require a cost/price analysis to determine the reasonableness of the proposed change.

The Contractor must assert its right to an adjustment under this clause within 5 calendar days after receipt of a written change order from the Association. Upon request from the Contractor, the Association may extend the 5-day period. The request for equitable adjustment must be in writing and state the general nature and monetary extent of the claim. The Association may require additional supporting documents and cost or price analysis to determine the validity of the claim.

No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this contract. No claim will be allowed for any costs incurred more than ten days before the Contractor gives written notice, as required in this section.

All change orders shall be implemented in accordance with the Disadvantaged Business Enterprise (DBE) compliance provisions herein.

3.I-4 GOVERNMENTAL RULES AND APPROVALS

The Contractor acknowledges and agrees that it has familiarized itself with the requirements of any and all applicable State, Federal and local laws, regulations and ordinances, and the conditions of any required licenses and permits prior to entering into this Contract. The Contractor shall be responsible for complying with the foregoing at its sole cost and expense and without any increase in the Price or extension of any Guaranteed Completion Date on account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment and/or materials not expressly provided

for in the Contract Documents. The Contractor has no reason to believe that any Governmental Approval required to be obtained by the Contractor will not be granted in due course and thereafter remain in effect so as to enable the Work to proceed in accordance with the Contract Documents. The Contractor acknowledges and agrees that the foregoing requirements may change and that such changed requirements shall apply to the Work as appropriate.

3.I-5 COST/PRICE ANALYSIS

A price and/or cost analysis will be required by the Association for the evaluation of Proposals, best and final offers, negotiations, change orders, terminations, revisions to contract requirements or other circumstances as determined by the Association.

Price analysis and cost analysis and are generally described but not limited by the following:

(a) <u>Price Analysis</u>

Price analysis means the process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit.

(b) Cost Analysis

Cost analysis means the review and evaluation of the separate cost elements and proposed profit of the Contractor's cost or pricing data. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which the proposed costs represent what the contract should cost, assuming reasonable economy and efficiency. Cost analysis may require an on-site visit by the Association designee to review company books and records as they relate to this project.

3.I-6 CONFIDENTIAL INFORMATION

A. Definition of Confidential Information

"Confidential Information" means non-public information of a party that is designated by that party in writing (including by this Contract) as "confidential". Confidential Information shall include Use Data, as defined in Section 3.I-33. However, nothing in this Contract shall be construed to restrict disclosure or use of information that the party in possession can document: (a) was in the possession of or rightfully known by such party, without an obligation to maintain its confidentiality, before receipt under circumstances in which the other party claims confidentiality; (b) is or becomes

generally known to the public without violation of this Contract; (c) is obtained by the party in possession in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by the party in possession without the participation of individuals who have had access to the other party's confidential or proprietary information; or (e) was communicated by the party claiming confidentiality to a third party free of any obligation of confidence.

B. <u>Confidential Information</u>.

- Limits on Use and Disclosure. Each party acknowledges that in the course of performing its obligations under this Contract, it may learn Confidential Information of the other party or of third parties to whom the other party has an obligation of confidentiality. Except as otherwise provided under this Contract, each party agrees that it will use such Confidential Information only as may be necessary in the course of performing duties, providing or receiving services, or exercising rights under this Contract, that it will treat such Confidential Information as proprietary and confidential, that it will not disclose such Confidential Information orally or in writing to any third party without the prior written consent of the other party, and that it will not otherwise appropriate such Confidential Information to its own use or to the use of any other person or entity.
- (b) Protection. Without limiting the foregoing, each party agrees to take at least such precautions to protect the other party's Confidential Information as it takes to protect its own similar confidential and proprietary information, but in no event less than a reasonable level of care. Each party shall limit disclosure of the other party's Confidential Information to those of its personnel who have a need to know for purposes of this Contract. The obligations of this section extend to the members, employees, agents, and subcontractors of each party, and each party shall inform such persons of their obligations hereunder, and will have obtained an agreement binding each such individual to the confidentiality obligations in this Contract.

C. <u>Disclosure Required by Law.</u>

If either party believes it is required by law, or by a subpoena or court order, to disclose any of the other party's Confidential Information, it shall make all reasonable efforts to promptly notify the other party before any disclosure and to allow the other party an opportunity to seek a protective order or other judicial relief.

D. Segregation and Return of Confidential Information.

Contractor shall segregate all Use Data and all other Confidential Information furnished to it by, or collected by it for, the Association. All such materials shall be returned to the Association upon request or, if earlier, upon termination of this Contract. To the extent that such materials consist of copies of information also in the Association's possession, Contractor may alternately certify in writing to the Association that the materials have been destroyed.

3.I-7 PROHIBITED INTERESTS

No member, officer or employee of any Agency or its governing body, during such person's tenure or one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof unless such interest has been disclosed in writing to the Association and the Association has determined that no prohibited conflicts of interest or ethical violations inhere in the circumstances. In addition, in accordance with 18 USC 431, no member of or delegates to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising therefrom.

3.I-8 CONTINGENT FEES, GRATUITIES & CONFLICTS OF INTEREST

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. Failure by the Contractor to comply with any requirements of this Chapter shall be a material breach of contract.

- (a) The Contractor covenants that no officer, employee, or agent of any Agency who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Contractor shall take appropriate steps to assure compliance with this provision.
- (b) If the Contractor violates the provisions of Subsection (a) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the Association will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section 3.I-58 above as well as any other right or remedy provided in this Contract or by law.

II. CONTRACTOR'S RESPONSIBILITY

3.I-9 RESPONSIBILITY OF THE CONTRACTOR

- (a) The Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings, specifications, reports and other services prepared or performed by the Contractor and its subcontractors under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such plans, designs, drawings, specifications, reports and other services. Except where a higher standard is specified, the Contractor shall perform its work to conform to generally accepted professional standards applicable to the types of services and work provided hereunder.
- (b) The Association's approval of plans, drawings, designs, specifications, reports, and other products of the professional services rendered hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy or accuracy thereof. Neither the Association's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.
- (c) Any copies of plans, drawings, reports or other documents made available by the Association to the Contractor shall be solely as additional information to the Contractor and do not relieve the Contractor of its duties and obligations under this Contract nor constitute any representation or warranty by the Association as to conditions or other matters related to the Project. It shall be the sole responsibility of the Contractor to gather and become familiar with all site information including existing improvements.

3.I-10 CONTRACTOR'S FIDUCIARY DUTY

In performing this Contract, the Contractor will be entrusted with the responsibility for processing the funds of others, for documenting financial transactions and for maintaining the integrity of financial records. The Contractor shall have a fiduciary duty to the Association and to customers and other users of the System. The Contractor shall exercise its responsibilities prudently and shall institute all appropriate mechanisms for the custody and management of the all funds and records.

3.I-11 CONTRACTOR'S PERMITS

The Contractor shall obtain and pay the cost of obtaining all Governmental Approvals required in connections with this project (other than any permits for which

the Association has agreed, in its sole discretion, that it is the sole appropriate applicant); and prior to beginning any activities in the field, shall furnish the Association with fully executed copies of all governmental approvals required for such portion of the Work. The Association agrees to cooperate with the Contractor in connection with obtaining Governmental Approvals, as reasonably requested by the Contractor.

To the extent permit requirements are applicable, the Contractor shall comply with all permit conditions and give all notices necessary and incident to the due and lawful prosecution of the work.

3.I-12 COMPLIANCE WITH BANKING AND OTHER FINANCIAL REGULATIONS

- (a) Contractor shall assume responsibility for compliance with all applicable banking, funds transfer, and related laws, regulations and system rules (as such laws, regulations and rules may be changed from time to time), including, without limitation: the Electronic Fund Transfer Act of 1978 and Regulation E of the Board of Governors of the Federal Reserve System ("Regulation E"); the Truth in Lending and Fair Credit Billing Acts and Regulation Z of the Board of Governors of the Federal Reserve System ("Regulation Z"); the Bank Secrecy Act of 1970 and regulations; any applicable laws or regulations concerning the taking of deposits by non-bank institutions; laws and regulations concerning escheatment of unclaimed property; and Automated Clearing House operating rules.
- (b) Contractor shall specify any Association or Agency operational responsibilities or financial obligations arising under the foregoing or other applicable banking and financial laws as a result of Contractor's proposed system, including estimated costs to the Association or its participating Agencies.

3.I-13 SECURITY OF RFCS SYSTEM

Contractor will operate and maintain the RFCS System in a commercially reasonable and competent manner, and will comply with any government statutes, regulations and other requirements that affect the RFCS System. Contractor shall maintain the security of the RFCS System, consistent with the highest standards in the banking industry, including security for all computer systems, information and monetary transactions. Such security shall include, without limitation, (i) maintaining physical security of the RFCS System, to ensure that no unauthorized person shall have access to the RFCS System, (iii) creating firewalls, password protections, and other appropriate measures to protect against unauthorized access to the RFCS System or to Customer information by Contractor's employees or third parties, (iv) protecting against penetration of security and manipulation of customer account data by Contractor's personnel or third parties; and (iv) additional security measures as

specified in the Services and Equipment Specifications. Contractor shall update its security procedures as technology and security threats evolve to provide commercially reasonable security capabilities at all times. In addition, Contractor shall have its security procedures and physical facilities audited on an annual basis by a qualified, nationally recognized firm, and Contractor shall take such action as is commercially reasonable to comply with the exceptions that may result from such audits. Subject to the confidentiality provisions of this Contract, Contractor shall provide the Association with a copy of the report of such audit. Within 48 hours, the Contractor shall report to the Association any unauthorized disclosure or any unauthorized use of the RFCS System or any data of which it becomes aware and shall take such further steps as may reasonably be requested by the Association to prevent unauthorized use thereof.

At all times, the Contractor shall maintain the security of the collection and clearinghouse operations in accordance with this Contract, applicable legal and regulatory requirements, and commercially reasonable procedures.

3.I-14 AUDIT RESPONSIBILITIES

Contractor shall implement and maintain appropriate RFCS System capabilities to log and preserve an audit trail for all material events occurring as part of transactions involving transit customers. Contractor will provide a record of those audit events relating to services performed pursuant to this Contract in a mutually agreeable format on a semi-annual basis, but in any event in such frequency and format as is adequate to serve the Association's needs.

3.I-15 DISASTER RECOVERY/BUSINESS RESUMPTION PLAN

Contractor shall have in place a disaster recovery/business resumption plan reasonably acceptable to the Association, and shall have set up and rendered operational a facility located in a geographically diverse area that is capable of replicating the System. Such plan shall include a complete (and periodic) test of readiness for such facility. Any agreement with a third party for disaster recovery or backup services shall be subject to the approval of the Association, and shall require the third party to take reasonable steps to maintain the confidentiality of all software and data.

III. ASSOCIATION'S AUTHORITY

3.I-16 ASSOCIATION CONTROL OVER TRANSIT POLICY AND SERVICE PRICING

Control over transit policy and service pricing shall remain the exclusive right of the Association, the Agencies and their respective policy boards. Regardless of the card

issuance model(s) implemented, under no circumstances shall any provision of the Contract be interpreted as providing the Contractor any rights, privileges or control in transit policy and service pricing. The Agencies set their own fares, acting singly for services within that Agency's jurisdiction and in conjunction with any regional fares agreed to by the Agencies.

3.I-17 PUBLICITY

The Association must approve all work-related copy in writing prior to publication by the Contractor or its subcontractors. The Contractor agrees not to allow work-related copy to be published in the Contractor's or its subcontractor's advertisements or public relations programs without prior written approval from the Contract Administrator. The Contractor agrees that published information on the Association or the Association's program shall be factual only and in no way imply that the Association endorses the Contractor's firm, service, or product.

The Contractor shall refer all inquiries from the news media to the Association, and shall comply with the procedures of the Association's designated Public Information staff regarding statements to the media relating to this Contract or related services. If the Contractor receives a complaint from a citizen or the community, the Contractor shall inform the Association about what action was taken to alleviate the situation.

3.I-18 AGENCY APPROVAL OF ADDITIONAL CARD APPLICATIONS AND RELATED REVENUE

The Association retains the sole right to decide which smart cards may be used with the RFCS System, what capabilities they will have, and future developments concerning them. All smart cards issued for use in connection with any transportation services operated by any Agency, or otherwise for any transportation-related purpose, shall bear the Association Marks specified by the Association, and shall comply with all of the requirements set forth in this Contract ("Association-Branded Cards").

No Association-Branded Card shall have the capability of being used for any purpose other than the payment of transit fares unless and until any new proposed use or capability ("Proposed Application") has been reviewed and approved by the Association in writing. Approval of a Proposed Application for Association-Branded Cards shall be based on the Association's evaluation of the following criteria:

- (a) The nature of the Proposed Application and its impact on the transitrelated use of the Association-Branded Card;
- (b) The compatibility of such Proposed Application with the transit applications on the Association-Branded Card;

- (c) The need for the Contractor or any of its members or subcontractors to access, use, and/or disclose Use Data relating to the operation of the Transit System in connection with the Proposed Application, and the restrictions applicable to the Contractor's use of other personal data resulting from such additional application;
- (d) The value added by the Proposed Application for users of the Association-Branded Card;
- (e) Such other criteria as the Association may consider relevant, including by not limited to the operation of the RFCS System, the use of the Association-Branded Card, the protection of the Association's Marks, or the integrity and public image of the Association or its Agencies;
- (f) An evaluation of the trademarks to be included on the Association-Branded Card.

IV. CONTRACTOR'S PERSONNEL

3.I-19 KEY PERSONNEL

The Proposal identifies certain job categories of "key personnel" for the Contract. The Association may at any time require the Contractor to add any existing job category to the "key personnel" list. Key Personnel shall be required to work at the location indicated in the Proposal, and at the level of effort indicated in the Proposal, unless written approval of a changed location or level of effort is provided by the Contract Administrator. The Association shall have the right to review the qualifications of each individual to be appointed to a key position (including personnel employed by subcontractors) and to approve or disapprove use of such person in such position prior to the commencement of any work by such individual. The Contractor shall propose to the Association in writing of any desired changes in key personnel or any significant reduction in the level of effort for such an employee. The Contractor shall not change or significantly reduce the level of effort of any key personnel without the prior written consent of the Association.

3.I-20 REMOVAL OF CONTRACTOR PERSONNEL

If the Association determines in its sole discretion that any individual employed by the Contractor or by any subcontractor is not performing the work in a proper and skillful manner, then at the written request of the Association, the Contractor or such subcontractor shall remove such individual and such individual shall not be reemployed for any work without the prior written approval of the Association. If the Contractor or the subcontractor fails to remove such individual or individuals or fails

to furnish skilled and experienced personnel for the proper performance of the work, then the Association may suspend the affected portion of the work by delivery of written notice of such suspension to the Contractor. Such suspension shall in no way relieve the Contractor of any obligation contained in the Contract Documents or entitle the Contractor to an extension of time, additional payment or Change Order. Once compliance is achieved, the Contractor shall be entitled to and shall promptly resume the Work.

V. SUBCONTRACTORS

3.I-21 SUBCONTRACTS

- (a) "Subcontract" shall mean any agreement between the Contractor and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.
- (b) Any subcontractors and outside associates or consulting firms or individuals, including any substitutions thereof, required by the Contractor in connection with services to be provided under this Contract will be subject to prior authorization by the Association. Each subcontract and a cost summary therefor shall be subject to review by the Contract Administrator prior to the subcontractor proceeding with the work. The Contractor shall be responsible for the professional standards, performance and actions of all persons and firms performing subcontract work.
- (c) The Contractor shall submit monthly reports detailing all work completed by major subcontractors during the preceding month and copies of all invoices relating thereto.
- (d) Any claim by the Contractor for additional compensation or schedule extension based on a subcontractor's claim shall be passed on to the Association for review only after an independent review and determination by the Contractor that such subcontractor's claim has merit under the terms and conditions of the Contract.

3.I-22 ASSIGNMENT OF SUBCONTRACTORS TO THE ASSOCIATION

Each instrument evidencing any agreement of the Contractor with any subcontractor shall provide, pursuant to terms in form and substance satisfactory to the Association, that (a) the rights of the Contractor under such instrument are assigned to the Association contingent only upon written request from the Association or its successor or assign following default by the Contractor or termination or expiration of this Contract, and (b) all warranties (express and implied) of such subcontractor shall inure to the benefit of the Association.

The Association shall not be bound by any subcontract, and no subcontract shall include a provision purporting to bind the Association. Each subcontractor shall look only to the Contractor fort the payment of any claims of any nature whatsoever arising out of the said subcontract, and each subcontractor shall agree not to make any claim whatsoever against the Association, its commissioners, directors, officers, agents, independent contractors, or employees for any work performed or thing done by reason of said subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and subcontractor by the subcontract.

3.I-23 RESPONSIBILITY FOR WORK PERFORMED BY SUBCONTRACTORS

The Contractor agrees that it is as fully responsible to the Association for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by the Contractor. Notwithstanding any subcontract or agreement with any subcontractor, the Contractor shall be fully responsible for all of the Work.

3.I-24 MAJOR SUBCONTRACTOR

Any subcontractor at any tier, with a subcontract of \$100,000 or greater, or with a subcontract which becomes valued at \$100,000 or greater through change order(s), is a Major Subcontractor. Major Subcontractors may not be replaced without prior written consent of the Association. Any request to consider replacement of a subcontracted listed in the Proposal who would qualify as a Major Subcontractor under this Section will not be considered, except under extenuating circumstances, as determined in the sole discretion of the Association. Substitution of Major Subcontractors after the execution of this Contract (or if after execution of this Contract the Association determines that such substitution occurred prior to execution), without the Association's express written consent, shall constitute grounds for termination under Section 3.I-58.

3.I-25 SUBCONTRACT RECORDS

The Contractor shall update the list of its Major Subcontractors provided in its Proposal on a quarterly basis. The Contractor shall allow the Association access to all subcontracts and records regarding subcontracts and shall deliver to the Association, within ten days after execution, or the point when the subcontractor becomes a Major Subcontractor, true and complete copies of all subcontracts with Major Subcontractors and, within ten days after receipt of a request from the Association, true and complete copies of all other subcontracts as may be requested.

3.I-26 PAYMENT TO SUBCONTRACTORS

The Contractor shall pay all of its subcontractors all invoiced amounts corresponding to Work for which the Association as paid the Contractor, within thirty (30) days of delivery of an undisputed invoice complying with all applicable requirements under its subcontract. All descending tier subcontractors shall be paid all invoiced amounts on invoices complying with all applicable requirements under their subcontracts within ten (10) days after the above tiered subcontractor's invoices have been paid.

The Contractor shall promptly pay each subcontractor all amounts to which the subcontractor is entitled in accordance with the terms of the subcontract. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to lower tier subcontractors in a similar manner. The Association shall have no obligation to pay or to see to the payment of money to a subcontractor, except as may otherwise be required by law.

VI. PROJECT SCHEDULE & TIME PROVISIONS

3.I-27 COMMENCEMENT AND COMPLETION OF PROJECT WORK

- (a) After execution of this Contract by the Association and the Contractor, the Association will issue written notice to proceed on the Project or specific tasks thereof. Such notices to proceed may be provided for specific tasks identified as necessary to produce specified work products and shall set forth the date of commencement of the work, a description of the work to be performed, the schedule for the work authorized, and the budgets (if applicable) for such tasks. Upon receipt of a notice to proceed, the Contractor shall promptly commence work. Upon the satisfactory completion of Project work, the Association will evaluate such work.
- (b) Time is of the essence in the performance by the Contractor under this Contract. The Contractor shall complete its work and services within the Project schedule, including the established milestones and task and Project completion dates, set forth in the Scope of Work. The completion dates for tasks may be modified only upon written agreement of the parties hereto. The completion dates for tasks and the completion date of the entire Project shall not be extended because of any unwarranted delays attributable to the Contractor, but will be extended by the Association in the event of a delay caused by Additional Work requested by the Association or because of unavoidable delay caused by any governmental action or other conditions beyond the control of the Contractor which could not be reasonably anticipated.
- (c) During the performance under this Contract, the Contractor shall make its best efforts to manage the Contract such that its and its subcontractor's services are provided and performed in a cost-effective and efficient manner. The Contractor

shall complete its work and services with the budget amounts specified in the Contract. The Contract budget(s) may be modified only upon written authorization of the Contract Administrator. The Contract budget(s) shall not be increased because of any unwarranted delays or costs attributable to the Contractor, but may be increased by the Association in the event of Additional Work within or affecting the Contract's Scope of Work or because of unavoidable delay caused by any governmental action or conditions beyond the control of the Contractor which could not be reasonably anticipated.

(d) The Contractor shall submit a Project Schedule for the Association approval within 30 days of each Notice to Proceed for the RFCS Project. Not later than the 10th day of each calendar month during the performance of the Project, the Contractor shall submit to the Contract Administrator a copy of the current schedule and a written narrative description of the work accomplished on and the percentage completion for each task by the Contractor and subcontractors as of the last day of the previous month. Such monthly report shall identify all scheduled milestones met or not met during the previous month; if a scheduled milestone was not met, the Contractor shall provide a detailed explanation of the reasons therefor. The Contractor shall identify in its monthly report all issues which may result in completion of any task beyond the established schedule or budget therefor. Additional oral or written reports shall be prepared by the Contractor at the request of the Association for presentation to federal, state and local agencies and to the public. If the Contractor fails to submit the required schedule within the time stipulated, the Association, in addition to all other remedies for such default, may withhold payments otherwise due, and may direct the Contractor to take remedial measures, as provided in the Contract Documents.

3.I-28 Progression of Work

The Contractor will at all times schedule and direct the work to provide an orderly progression thereof, to achieve completion within the specified time for completion and in accordance with the approved Project Schedule, including furnishing such employees, materials, facilities and equipment and working such hours, including extra shifts, overtime operations, Sundays and holidays as may be necessary to achieve such goal, all in compliance with applicable governmental rules and regulations and all at the Contractor's own expense except as otherwise specifically provided for in this document.

If at any time the Contractor fails to complete any activity by the completion date, the Contractor will be required, within seven (7) days, to submit to the Contract Administrator a statement as to how it plans to reorganize its work force to return to the current schedule.

The Contractor shall furnish sufficient resources to ensure the prosecution of the Work in accordance with the approved Project Schedule. If the Contractor falls behind in the prosecution of the Work as indicated in the Project Schedule, the Contractor shall take such steps as may be necessary to improve its progress, including but not limited to increasing the number of shifts, days of work, and/or the amount of plant and equipment, all without additional costs to the Association.

If the Contractor fails or refuses to implement such measures to bring its Work back to conformity with the accepted Project Schedule, its right to proceed with any or all portions of the Work may be terminated under the provisions of the Contract. However, should the Association permit the Contractor to proceed, its permission shall in no way operate as a waiver of its rights nor shall it deprive the Association of its rights under any other provisions of the Contract.

Under no circumstances, during the performance of the Work, will the Association assume responsibility for any delay, interruption or damages caused by or arising from the actions of the Contractor, its employees, agents, officers or subcontractors or any other persons for whom the Contractor may be legally or contractually responsible.

Any review or acceptance by the Contract Administrator of the schedules submitted by the Contractor to the Contract Administrator shall merely mean that in the opinion of the Contract Administrator, the Contractor has complied with the requirements of this Section. No such review shall release or relieve the Contractor from full responsibility for the accurate and complete performance of the Work, including the accuracy and completeness of the schedules, or any other duty, obligation or liability imposed on it by the Contract including, the responsibility for completing the Work within the time set forth in the Contract. The review shall also not constitute a representation by the Association that the Contractor will be able to proceed or complete the Work in accordance with the dates contained in said schedule.

In addition to all other rights and remedies available to the Association, if the Contractor fails to comply with any of the requirements of this Section, the Association may withhold payment to the Contractor. All applications for payment shall be held until such time as the Contractor complies with the requirements of this Section.

3.I-29 ASSOCIATION CAUSED DELAYS/INTERRUPTIONS

DELAYS

Association Caused Delays are delays, to the extent that they affect a Critical Path, arising from the following matters and no others: (a) a suspension order pursuant to Section 3.I-34 not caused by the actions or inactions of the Contractor, (b) failure or inability of the Association to obtain the permits it agrees in its sole discretion to obtain. (c) failure of the Association to provide availability of Transit/Ferry facilities according to the schedule for such availability provided by the Association, (d) failure of the Association to provide operation rules in a timely manner.

Any court order to suspend Work shall not be considered an Association Caused Delay (although it may qualify as a Force Majeure Event) despite the fact that the Association may specifically direct the Contractor to comply with the court order.

Subject to the Contractor's compliance with the applicable requirements of this document, the Association agrees to provide the Contractor with extensions to Guaranteed Completion Date(s) to the extent the Association Caused Delays impact the Critical Path indicated in the Contractor's approved Project Schedule.

INTERRUPTIONS

Association Caused Interruptions are interruptions, to the extent that they affect the provision or delivery of a Contractor-required service under the Contract, arising from the following matters and no others: (a) a suspension order pursuant to Section 3.I-34 not caused by the actions or inactions of the Contractor, (b) failure or inability of the Association to obtain the permits it agrees in its sole discretion to obtain. (c) failure of the Association to provide availability of Transit/Ferry facilities according to the schedule for such availability provided by the Association.

Any court order to suspend Work or Service shall not be considered an Association Caused Interruption (although it may qualify as a Force Majeure Event) despite the fact that the Association may specifically direct the Contractor to comply with the court order.

3.I-30 TEMPORARY SUSPENSION OF WORK

The Association, in its sole discretion, reserves the right to stop or suspend all or any portion of the Work for such period as the Association may deem necessary. The suspension may be due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the Contract or to factors that are not the responsibility of the Contractor. The Contractor shall comply immediately with the written order of the Association to suspend the Work wholly or in part. The

suspended work shall be resumed when the Contractor is provided with written direction from the Association to resume the Work.

- a) If the suspension is due to the Contractor's failure to perform Work or carry out its responsibilities in accordance with this Contract, or other action or omission on the part of the Contractor, all costs shall be at the Contractor's expense and no schedule extensions will be provided by the Association.
- b) In the event of a suspension of the Work, the Contractor shall not be relieved of the Contractor's responsibilities under this Contract, except the obligations to perform the Work with the Association has specifically directed the Contractor to suspend under this Section.
- c) If the suspension is not the responsibility of the Contractor, suspension of all or any portion of the Work under this Section may entitle the Contractor to compensation and/or schedule extensions subject to the requirements of this document.

3.I-31 LIQUIDATED DAMAGES



(Deleted)

VII. INTELLECTUAL PROPERTY

3.I-32 INTELLECTUAL PROPERTY

(a) Rights In New Developments

(1) New Developments Defined

The term "New Developments" refers to any invention, improvement, discovery, work product, or development, whether or not it is patentable or copyrightable or qualifies as a trade secret under the laws of the United States of America or any foreign country, that is conceived, discovered, created, or first actually reduced to practice by Contractor or any of its members or subcontractors in the course of performing its obligations under this Contract.

(2) Right in New Developments

(A) Federal Government Rights

Notwithstanding any provision of this Section 3.1-32, the Federal Government shall have the rights to New Developments set forth in Section 5.I-14 of this Contract.

(B) Association Rights

The Association shall own all right, title, and interest in and to all New Developments, including but not limited to all patent rights, copyrights, and trade secret rights. Contractor hereby irrevocably assigns exclusively to the Association and its successors and assigns any and all right, title and interest in the New Developments including all patents, copyrights, trade secrets and other proprietary rights therein and thereto. The Contractor shall supply to the Association all source codes and other software documentation for new developments.

- (i) To the extent it may be deemed by operation of law at any time that the Association is not the sole owner of all possible rights in and to the New Developments, or that Contractor or its subcontractors retain any rights to the same other than those provided in this Contract, Contractor hereby irrevocably grants to the Association and its successors and assigns the unrestricted right in perpetuity to use the same and exercise all such rights on a royalty-free, worldwide, fully transferable basis, in any medium now known or hereafter developed.
- (ii) To the extent it may be deemed that any assignment or grant of rights under this paragraph cannot be made until after the relevant New Developments are in existence, Contractor's acceptance of any payment under this Contract shall constitute such an assignment or grant with respect to all such complete or incomplete New Developments that exist as of the date such payment is accepted.
- (iii) Contractor agrees to execute at any time such documents as may be requested by the Association to evidence or perfect such assignment or the Association's proprietary and intellectual property rights as stated in this paragraph, but the Association's failure to request the execution of such documentation shall not affect the existence of the Association's rights as stated in this paragraph.
- (iv) Contractor warrants that, with respect to all personnel performing services related to this Contract who are not employees of Contractor, Contractor shall have acquired, prior to the performance of services by such individuals, all possible ownership and intellectual property rights in and to the New Developments to be created in whole or in part by such individuals pursuant to this Contract.

(3) Protection of IP Rights

Contractor will take all appropriate action required or requested by the Association to perfect and protect the Association's rights in the New Developments, including but not limited to executing appropriate transfer documents, executing documents required for applications for patents, copyright registrations, and trademark registrations, using appropriate proprietary notices, and keeping confidential all trade secret information.

(4) Licensing of New Developments

The Association, as owner of all New Developments, may choose to license New Developments to others in the future. If Contractor procures a potential licensee for the New Developments and the Association agrees to license the New Developments to such licensee, the Association shall pay to Contractor a mutually agreed-upon share [of not less than one-half of the license fee paid by such licensee]. The Association shall have no obligation to license New Developments to any licensee.

(b) Rights In Preexisting Intellectual Property

(1) Grant of License

To the extent that the design, development, implementation, installation, or operation of the RFCS System, or the performance of any other obligations under this Contract, requires the use and/or license of any preexisting patent rights, copyrights, trade secret rights, software, technology, or other work product or intellectual property rights of Contractor, any member of Contractor, or any third party, the Contractor grants, or shall require the applicable member, subcontractor, or other third party owner to grant to the Association a perpetual, royalty-free, nonexclusive, fully-transferable and irrevocable license in any medium now known or hereafter developed, to install and use, practice, translate, reproduce, modify, adapt and create derivative works from, all such intellectual property rights, and to assign or license such rights to third parties which may contract with the Association or its members to perform work related to the RFC system or other equipment related there to. Any grant of less than the foregoing rights must be expressly agreed to by the Association, in advance, and in writing. The Association shall have no obligation to enter into such an agreement.

(2) Source Code

Contractor shall supply to the Association, or cause the applicable vendor to supply to the Association, the source code and other documentation for all software used in and for the RFCS System, and to all updates, corrections, enhancements, and new releases of such software. The Association agrees to maintain the confidentiality of such source code and to require any agents or third party contractors to whom the Association discloses such source code to execute a non-disclosure agreement. [Delivery of source code to the Association will not be required if Contractor provides to the Association programming interfaces that are sufficient, in the Association's reasonable opinion, to permit the

activities included in the grant of license to take place, and a copy of the source code is placed in escrow in accordance with an agreement acceptable to the Association.]

(c) Non-infringement of Third Party Rights

In designing, developing, implementing, and operating the RFCS System, and in performing its obligations under the Contract, it shall be the responsibility of the Contractor to ensure that there is no violation of any patent, copyright, trade secret right, trademark, or other intellectual property rights of any third parties. The Contractor shall be responsible for obtaining all required licenses, for the benefit of the Association, to ensure that there is no infringement of any third party intellectual property rights, and to ensure that the Association obtains the rights to such intellectual property specified in this Contract.

(d) Rights In Trademarks

(1) Ownership of Trademarks

Contractor acknowledges and agrees that RFC trademark, and all other trademarks, servicemarks, or trade dress developed or used by the Association or any Agency in connection with RFCS cards or the RFCS System (except for trademarks of third party merchants as described in Part (5) ("Association Marks") are marks owned solely and exclusively by the Association or its member Agencies. Contractor expressly admits and recognizes that nothing herein shall give to Contractor any right, title or interest in the Association Marks (except the right to use same in accordance with the terms of this Contract). Contractor shall not contest, in any way, the right, title, and interest of the Association, or its member Agencies in the Association Marks, and shall not adopt or use any mark which is confusingly similar to any of the Association Marks.

(2) License and Use of Trademarks

The Association hereby grants Contractor a non-exclusive license to use the Association Marks, subject to the provisions of this Contract. Contractor agrees to use the Association Marks only in the form and manner (with appropriate legends) prescribed by the Association. Contractor agrees not to use any other trademark or service mark in connection with any of the Association Marks without prior written approval of the Association. The Association Marks shall appear on all cards, all vending equipment and on-board equipment, and other goods and materials specified by the Association, in the form and manner approved by the Association. Contractor agrees to mark all advertising and other uses of the Association Marks with a legend indicating that the Association Marks are the property of the Association and that they are being used under license from the Association, together with any other legends or markings that may be required by law. All use of the Association Marks shall inure to the benefit of the Association.

(3) Quality Control

All goods and services rendered under the Association Marks shall be of high quality and consistent with the requirements of this Contract and such other quality standards reasonably established from time to time by the Association. Contractor shall conduct its business in accordance with all applicable laws and regulations, and shall maintain its operation in a professional manner. Contractor shall not perform services or use the Association Marks in any manner that would, in the Association's reasonable determination, adversely affect the goodwill or reputation of the Association.

(4) Approval

All signs, cards, labels, advertising, promotional, and other materials bearing the Association's Marks shall be first submitted to the Association for approval. Contractor shall not make any material changes in materials approved by the Association. Contractor shall periodically, and upon reasonable request by the Association: (i) send to the Association representative samples of signs, labels, cards, promotional materials, advertising and the like using the Association Marks; and (ii) accord the Association reasonable access to inspect Contractor's facilities and records relating to such materials.

(5) Third Party Merchants

It is anticipated that the RFCS System may be designed so that cards may be used to pay for services of third party merchants, subject to the provisions of 3.1-48. Contractor shall be responsible for obtaining, and will obtain, all necessary licenses, in favor of Contractor and the Association, from such third party merchants for use of their trademarks, and for complying with the terms of such licenses.

(6) No Sublicense

Contractor shall not have the right to sublicense use of the Association Marks, except with the prior written consent of the Association.

(7) Policing the Marks

Contractor shall cooperate with Association to protect the Association Marks, and shall notify the Association of any infringement or potential infringement of which it receives knowledge. Contractor shall cooperate with the Association in any actions to protect the Association Marks.

3.1-33 OWNERSHIP OF DATA

a) Definition of Use Data

"Use Data" means data and other information of all types, whether or not copyrighted, that is created, generated, collected, discovered, or otherwise obtained by the Contractor, its members, or subcontractors, in the course of providing services under the Contract, and that relates to the use of Association-Branded Cards or the operation of the RFCS System. Examples include, but are not limited to: data related to customers of smart cards, data related to the sale of smart cards, data related to the addition or subtraction of value to or from smart cards, data related to the revocation of smart cards, data related to the linking of a particular smart card to an individual person, data related to the use of smart cards, and any data generated from the foregoing.

b) Ownership of Use Data

All Use Data, and all rights thereto, shall be the sole and exclusive property of the Association. Contractor hereby irrevocably assigns exclusively to the Association and its successors and assigns any and all right, title and interest in the Use Data, including all copyrights, trade secret rights, and other proprietary rights, title, and interest thereto. To the extent it may be deemed by operation of law at any time that the Association is not the sole owner of all possible rights in and to any of the Use Data, or that Contractor, its members, or its subcontractors retain any rights to the same other than those provided in this Contract, Contractor hereby irrevocably grants to the Association and its successors and assigns the exclusive unrestricted right in perpetuity to use the same and exercise all such rights on a royalty-free, worldwide, fully transferable basis. To the extent it may be deemed that any assignment or grant of rights under this paragraph cannot be made until after the relevant Use Data is in existence, Contractor's acceptance of any payment under this Contract shall constitute such an assignment or grant with respect to all such complete or incomplete Use Data that exists as of the date such payment is accepted. Contractor agrees to execute at any time such documents as may be requested by the Association to evidence or perfect such assignment or the Association's proprietary and intellectual property rights as stated in this paragraph, but the Association's failure to request the execution of such documentation shall not affect the existence of the Association's rights as stated in this paragraph.

c) Privacy and Confidentiality of Data

The Contractor shall at all times maintain the privacy and confidentiality of the Use Data. All Use Data shall be considered as Confidential Information for purposes of this Contract. All Use Data shall be at all times kept confidential by the Contractor, and may not be used or disclosed, in whole or in part, in any manner except as expressly authorized by this Contract.

VIII. INSPECTIONS & TESTING

3.I-34 ASSOCIATION INSPECTIONS

Throughout the term of this Contract, the Association, State and Federal Government shall have the right to inspect the Site(s), the Contractor's (or subcontractor's at any tier) facilities where work is or will be performed, and any location where the manufacture of materials and equipment is or will be performed, during normal business hours. All of the Contractor's costs associated with the Association inspections are included in the Contract Price.

3.I-35 OPERATIONS SERVICES FACILITY INSPECTIONS

The Contract Administrator or the Contract Administrator's authorized representative, and representatives of any state or federal agency, may inspect all facilities where the Contractor, or subcontractor at any tier, is providing customer or transaction or other operations services, to determine whether the services being provided comply with the requirements of the Contract Documents.

3.I-36 PLANT INSPECTION

During any inspection performed following notification as required in this document, the Contract Administrator or the Contract Administrator's authorized representative shall have access at all times during normal working hours to the areas of the Contractor's or subcontractor's plant in which fabrication pertaining to Work under the Contract is taking place. The Contractor or subcontractor shall furnish every reasonable facility to enable the Contract Administrator or representative to ascertain that materials and workmanship are in accordance with the requirements and intent of the Contract Documents, including for example office space, access to telephones, copiers and facsimile machines. The Contractor's and subcontractor's obligation to provide facilities for inspection shall not include items such as travel, accommodations and meals.

3.I-37 SOURCE INSPECTION

The Contract Administrator or the Contract Administrator's authorized representative may inspect the production of materials, or the manufacture of products at the sources of supply. Plant inspections, however, will be undertaken with the cooperation and assistance of both the Contractor and the material producer. The Contract Administrator or the representative shall have reasonable entry at all times to such parts of the plant as concern the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection, including reasonable office space, and the use of telephones, fax and copy machines. The Contract Administrator assumes no obligation to inspect materials at

the source of supply. Responsibility for incorporation of satisfactory materials into the products of the Work shall rest entirely with the Contractor, notwithstanding any prior inspection or test.

3.I-38 TESTING

The Contract Price includes full compensation for any testing required to be performed by the Contractor under the Contract. The Association may direct the Contractor to test any component of the RFCS for compliance with the Contract requirements. In the event that the performance of such testing for compliance with the specifications requires additional incurred costs, such as reassembly or the replacement of parts or materials not contained in the item to be tested, these additional incurred costs shall be borne by the Contractor if the item tested is determined not to be compliant with the specifications. These additional incurred costs shall be borne by the Association if the item is determined to be compliant with the specifications. all costs for the remediation of items found not to be compliant with the specifications shall be borne by the Contractor.

IX. SOURCE OF SUPPLY & QUALITY OF MATERIALS

3.I-39 READILY AVAILABLE SOURCES

- (a) In the performance of this Contract, the Contractor shall, to the extent practicable, provide for maximum use of structures, machines, products, materials, construction methods, and equipment which are readily available through competitive procurement, or through standard or proven production techniques, methods and processes.
- (b) The Contractor shall not, in the performance of the work under this Contract, produce a design or specification which would require the use of structures, machines, products, materials, construction methods, equipment, or processes which the Contractor knows to be available only from a sole source, unless the Contractor has adequately justified the use of a sole source in writing, and such sole source has been approved by the Association.
- (c) The Contractor shall not, in the performance of the work under this Contract, produce a design or specification which would be restrictive or written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing, or to provide for necessary interchangeability of parts and equipment. When one or more brand names or trade names of comparable quality or utility are listed, they must be followed by the words "or approved equal." With regard to materials, if a single material is specified, the Contractor must substantiate in writing the basis for the selection of the material.

(d) The Contractor shall report to the Association any sole source or restrictive design or specification giving the reason or reasons why, in the Contractor's professional judgment, it is necessary to restrict the design or specification.

3.I-40 DEFECTIVE MATERIALS

All materials not conforming to the requirements of the Contract Documents and the Contractor's Warranties as set forth in this document will be rejected, whether shipped or not. They shall be removed immediately from the site of the Work unless otherwise permitted by the Contract Administrator. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work unless approval in writing has been given by the Contract Administrator. Upon failure of the Contractor to comply promptly with any order of the Contract Administrator made under the provisions of this Section, the Contract Administrator may cause the removal and replacement of rejected material and deduct the cost thereof from any monies due or to become due to the Contractor. The Contractor shall not operate upon or modify assemblies or subcomponent to the extent that Original Equipment Manufacturer (OEM) warranties or guarantees would be voided.

The Contractor shall defend, hold harmless and indemnify the Association and their council members, commissioners, directors, officers, representatives, agents, consultants, and employees from and against any and all liability arising out of or in any way attributable to a consent to a substitution requested by the Contractor.

3.I-41 CONTRACTOR FURNISHED MATERIAL

The Contractor shall furnish all materials required to complete the work, except for Association and/or Agency-furnished material as indicated. As used in the Section, the term "materials" shall mean materials and equipment furnished or items being procured. Notwithstanding any prior inspection or approval, only materials conforming to the requirements of the Contract Specifications shall be incorporated.

3.I-42 MANUFACTURERS' INFORMATION

Manufacturers' warranties, guaranties, which are to be furnished with certain materials, shall be delivered to the Contract Administrator before final acceptance. The Contractor shall cause all manufacturers' warranties and guaranties provided with any goods or services included in the Work to be given directly in favor of the Association. The Contractor shall not operate upon or modify assemblies or subcomponents to the extent that OEM warranties or guarantees would be voided.

3.I-43 NEW MATERIALS

The materials furnished shall be new except as may specifically be provided elsewhere in the Contract Specifications.

3.I-44 SOURCES OF MATERIAL

The Contractor shall submit to the Contract Administrator a list of its sources of materials including second sources. The list shall be submitted in sufficient time to allow the Contract Administrator to provide for inspection and testing of materials in advance of their use if desired. The Contract shall furnish samples as indicated herein. Inspections and tests may be made by the Association as indicated. If made at any point other than the equipment delivery site, they shall in no way be considered as an indication of acceptance of any material that may be delivered later for incorporation in the work.

3.I-45 SHIPMENT AUTHORIZATION

Certain items require Contract Administrator inspection prior to shipment, in accordance with the requirements of the Contract Specifications. Need to confirm For such items, the Contractor shall request authorization to ship at least 10 days prior to the estimated shipping date. The request shall state the date items will be ready for inspection by the Contract Administrator and list exceptions or requests for waivers for any work not completed. The Contract Administrator may elect to conduct or waive inspection at the source prior to authorization of the shipment. The Contract Administrator will either authorize the shipment in writing or advise the Contractor that it will conduct further inspection and do so to meet the estimated shipping date. The Contractor shall not ship any items until it has received the Contract Administrator's written authorization for shipment.

As specified in this Section, shipment authorizations by the Contract Administrator prior to acceptance, with or without Contract Administrator inspection, shall in no way constitute acceptance or relieve the Contractor from fulfilling the requirements of the Contract Specifications.

X. PARTS AVAILABLITY AND PRICING

3.I-46 PARTS AVAILABILITY ASSURANCE

The Contractor shall guarantee a secure and readily available supply of all spare parts necessary or desirable for the equipment provided under this Contract for a minimum of ten (10) years from the date of the expiration of warranty.

To ensure the continuing availability of parts for future maintenance and major repair of equipment beyond such 10 year period, the Contractor shall make reasonable arrangements to assure retention of patterns, molds, special tools and drawings used

by it or the subcontractors, and shall not dispose of, destroy or modify, or permit the disposition, destruction or modification of such patterns, molds, special tools and drawings, without giving at least three months prior notice thereof to the Association and the Association the first right of refusal to purchase the same on the same terms and conditions as are contained in a bona fide offer to purchase received from a third party.

3.1-47 PRICING OF SPARE PARTS

The Association shall have the right to conduct a cost/price analysis on specific spare parts if pricing appears to be in excess of standard industry pricing for similar parts. Any differences shall be subject to negotiations to the satisfaction of the Association.

Competitive pricing is defined as the circumstances in which the Association could obtain Bids or Proposals from alternative sources for the same parts. Proprietary parts and noncompetitive parts will be considered sole source parts requiring justification of pricing.

3.I-48 QUALITY ASSURANCE AND CONTROL

Throughout the RFCS project, the Contractor shall develop and shall adhere to a Quality Assurance and Control Plan specifically for the RFCS Work; which addresses the methods, procedures, and processes of ensuring compliance with standards of quality required by the Contract Documents. The Contractor shall submit to the Contract Administrator its Quality Assurance and Control Plan for review and approval by the Contract Administrator within 30 days of any Notice to Proceed. All work undertaken by the Contractor before approval by the Contract Administrator of the Contractor's Quality Assurance and Control Plan will be at the Contractor's risk and shall not be the basis for any claim for additional compensation or time extension. The Contract Administrator will monitor the Contractor's methods, procedures and processes for compliance with this program.

XI. WARRANTIES

3.I-49 PRICE WARRANTY

The Contractor warrants that the prices charged the Association do not exceed the prices charged by the Contractor to any other customer purchasing the same product or service in like or similar quantities, and under similar terms and conditions.

3.I-50 DEFECTIVE WORK, MATERIALS OR SERVICES

Prior to final acceptance hereunder, when and as often as the Association determines that the work, materials or services furnished under the contract are not fully and completely in accordance with any requirement of the contract, it may give notice

and description of such non-compliance to the Contractor. Within seven (7) calendar days of receiving such written notification, the Contractor must supply the Association with a written detailed plan which indicates the time and methods needed to bring the work, materials or services within acceptable limits of the specifications. The Association may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials or services will be deemed not accepted and returned to the Contractor at the Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the Association by law, including those available under the Uniform Commercial Code, Title 62A RCW.

3.I-51 NO WAIVER OF WARRANTIES AND CONTRACT RIGHTS

Conducting of tests and inspections, review of specifications or plans, payment for a product or service, or acceptance of a product or service by the Association shall not constitute a waiver, modification or exclusion of any express or implied warranty or any right under this contract or in law.

3.I-52 WARRANTY REQUIREMENTS

(a) General

Contractor represents and warrants that it, and all of its members, have full authority to enter into this Contract, that this Contract is not inconsistent with any of its or their other obligations, and this Contract does not create a conflict of interest.

The Contractor shall warrant and guarantee the complete Regional Fare Coordination System furnished under this Contract will be free from defects in material and workmanship, and will conform with all requirements of this Contract during its term.

(b) Expertise

Contractor represents and warrants that it and its members and subcontractors possess the necessary skill, expertise, and capability, including sufficient personnel with the necessary qualifications, to design, implement, test, deliver, and operate the RFCS System in the manner specified in this Contract, in the time period and at the prices specified herein. The representations and warranties regarding the skill, expertise, and capabilities of Contractor, its members and their employees and vendors originally contained in the Contractor Proposal are hereby incorporated by reference as part of this warranty.

(c) Title Warranty

Contractor warrants that it owns or will own, and has or will have, good and marketable title to all goods, materials, equipment, tools, supplies, software, or

systems furnished or to be furnished, by it and its subcontractors that become part of the RFCS System or are purchased for the Association for the operation, maintenance or repair thereof, free and clear of all liens, encumbrances, and other rights and interests of third parties. The Contractor warrants that the title to New Developments and all other assets conveyed under the terms of this Contract shall be good and that all goods, materials, equipment, tools, supplies, software, or systems shall be delivered free from all security interests or other liens or encumbrances. Contractor also agrees to defend the title against all persons claiming the whole or part of any goods, materials, equipment, tools, supplies, software, or systems.

(d) Patent, Trade Secret, and Copyright Warranties

The Contractor represents and warrants that it has or will have all appropriate licenses, agreements and/or ownership pertaining to all patents, copyrights, and trade secret property used in or required for the operation of the RFCS System, or otherwise necessary in connection with the performance of its obligations under this Contract. The Contractor further represents and warrants that it will have all necessary rights to patentable materials, equipment, devices or processes not furnished by the Association used on or incorporated in the RFCS System and assumes all risks arising from the use of such patented materials, equipment, devices, or processes. The RFCS System (including the designing, implementation, installation, and testing of the System) and all equipment and software components of the RFCS System will not infringe upon or violate any copyright, patent, trademark, trade secret, or any other similar right of any third party or improperly contain the confidential information of any third party.

(e) System Operation

The Contractor guarantees and warrants that the RFCS System, including but not limited to, all materials, equipment, and software and other items required for the System (a) shall meet the requirements of the Contract Documents, (b) shall be free of defects in design, material, and workmanship, (c) shall be merchantable and fit for the purpose intended, and (d) shall be new (at the time furnished). If corrective work is performed by the Contractor pursuant to the Contract, under this guarantee and warranty, the guarantee and warranty shall also apply to discrepancies and defects in the corrected work that are discovered after the corrected work is accepted within the Warranty term.

(1) Maximum Downtime

Downtime for the RFCS System, and Clearinghouse and each component thereof will not exceed the maximums defined in the Technical Specifications.

(2) Compatibility

Software and all upgrades and enhancements thereto are and shall remain compatible and interoperable with the RFCS System and all of the software and equipment components thereof, including all upgrades or enhancements to such software and equipment. The equipment and all upgrades and enhancements thereto shall remain compatible and interoperable with all of the other equipment, including all upgrades or enhancements to such equipment. The RFCS System can be upgraded or otherwise improved with continued compatibility and interoperability between and among all RFCS System components, and such upgrades or enhancements related to increased volume can be done at minimal cost and without major overhauls in the RFCS System.

(3) Year 2000

The RFCS System will correctly input, store, process, sort, and output all date information for dates before, on, and after January 1, 2000. The RFCS System will not be affected by the change from 1999 to 2000, by the change of any other year to the next year, or by the existence of a leap year. All dates will be input, stored, processed, sorted, and output in formats that preserve at least century, decade, and year information.

(4) Illicit Code

The software components of the RFCS System shall not contain any code that may cause it or any other software to have the capability to replicate, transmit, or activate itself, or the capability to alter, damage, or erase any data or programs, without control of a person operating the equipment on which it is installed. In addition, unless expressly authorized by the Association: (a) no part of the RFCS System shall contain any code or mechanism that notifies any person or entity other than the Association of any fact or event, or that allows access or control in a manner not fully disclosed to and controllable by the Association; and (b) no part of the System shall contain any key, node lock, time-out, or other function, implemented by any type of means, that may restrict the Association's use of or access to any programs, data, or equipment based on any type of limiting criteria, including frequency or duration of use.

(f) Services

Contractor shall perform the services required under this Contract in a good, workmanlike, and professional manner, by qualified personnel, in accordance with all applicable industry standards, and in accordance with the Specifications and other requirements under this Contract.

(g) Association-Owned Equipment

The Contractor warrants and guarantees to the Association that all equipment purchased and owned by the Association under this Contract shall be free from defects due to design or workmanship for a period of one year, beginning on the date of the Association's final acceptance of the total regional system.

1. Warranties in this Contract are in addition to any statutory warranties or remedies. The Contractor hereby warrants and guarantees to the Association that all work performed or furnished under this Contract shall be free from defects under normal operating use and service, including without limitation, defects in:

Design Material Workmanship

Software and firmware

- 2. The warranty shall cover all parts and labor costs associated with repair work during the warranty period. The warranty period shall be extended to cover the completion of all remedial work to correct all deficiencies under this warranty, and the submission of all documentation.
- 3. No warranty shall expire until all warranty obligations of this Contract are met.
- 4. In the event of a defect in design, material or workmanship of a device or subassembly, the Association shall determine whether the device or subassembly is to be repaired or replaced in its entirety.
- 5. The Association's maintenance, use and operation of the work or any part thereof (including all equipment and systems installed in or on Agency facilities), shall not defeat, limit or any way affect the warranties of this Contract.
- 6. The warranty shall not cover the replacement of normal consumable items, or items which are replaced per the Preventative Maintenance Plan, unless the failure is due to device manufacture, improper installation by the Contractor, or design defects of the part or the subsystem it is installed in.
- 7. If during the warranty period the rate of failure of any part or component exceeds two percent (2%) of the mean quantity provided, then the entire quantity of such item shall be deemed to have failed, and shall be repaired or replaced by the Contractor. The warranty on items determined to be design defects shall be extended for the time of the original warranty after repair or replacement is made.

- 8. Test repair and warranty repair/ or replacement must be performed by the Contractor in a maximum of fourteen (14) calendar days after the receipt of the defective part or module.
- 9. The Contractor shall make available adequate resources for replacement including test repair and warranty repair, spare modules and spare components to support one hundred percent (100%) availability daily.
- 10. In the event the Contractor fails to comply promptly with its obligations under these specifications or with a request by the Association to repair, replace, or correct failed components, devices, equipment, and/or materials, the Association shall, upon written notice to the Contractor, have the authority to deduct the cost of labor and materials from any compensation due or to become due to the Contractor. In the event the Contractor has been paid, the Contractor agrees to compensate the Association for the costs thereof.
- 11. The Contractor shall follow the proper Agency security procedures for gaining access to equipment and locations.
- 12. During the entire warranty period, any and all repairs/adjustments of equipment by the Contractor shall be documented by the Contractor. A repair report shall be submitted at the end of each week. Each repair or adjustment shall be documented by time, day, component, type of failure, type of repair, or adjustment made and by whom.
- 13. The Contractor shall resolve all claims made by the Association for warranty within sixty (60) days after receipt of the claim; all warranty claims unpaid on the sixty-first (61) day from the date the Contractor received the claim from the warranty administrator shall be subject to a one percent (1%) per month charge for non-payment until the claim is paid.
- 14. Denials of claims must be presented to the Association in writing and must contain the reason for denial. Payment of warranty claims shall be by check. The Association will add ten percent (10%) to the net amount of each claim to compensate the Association for overhead and processing.
- 15. If any vendor to the Contractor offers a warranty on a component or subsystem that is longer than the required warranties stated herein, the Contractor shall inform the Association of this additional warranty period and pass said period through to the Association.

XII. RISK ALLOCATION

The Association intends that the Contractor shall bear all risks arising from the RFCS

except as may be expressly allocated to the Association in the final contract. Given the latitude which Proposers have been given in proposing their approaches to the allocation of costs and revenues, the following language may require revision. Proposers are advised that exceptions to the following or proposals to allocate risk to the Association will not be viewed favorably.

3.I-53 DAMAGE OR LOSS TO SYSTEM PROPERTY

At all times, Contractor shall bear the risk of all damage or loss whatsoever to all materials, equipment, hardware, software, and any other property used in the performance of the work of this Agreement, including but not limited to on-board equipment, vending equipment, downloading equipment, transaction processing equipment, and all materials, equipment, hardware, software, and any other property in process or acquired for the purpose of implementing the RFCS System; whether the property of Contractor, its members, subcontractors, workmen and others performing obligations under the Contract or third parties; wherever located; and regardless of whether owned, leased, or under the possession or control of Contractor, the Association or third parties. All of which is collectively referred to as "System Property". Such risk of damage or loss to System Property includes but is not limited to that arising from negligent acts or omissions, accident, acts of God, malfunctioning system property, system error, a malfunctioning card, misuse, theft, fraud, breaches of security, counterfeiting, tampering, vandalism, misconduct, or otherwise, and whether due to acts or omissions of its employees or third parties; provided, however, Contractor shall not bear the risk of such damage and loss caused by the sole negligence or criminal acts of the employees of the Association's member agencies.

Contractor shall promptly replace the affected, damaged or lost portions of the System Property at Contractor's cost. In the event the damage or loss was caused by the sole negligence or criminal acts of the employees of the Association's member agencies, Contractor may submit the amount(s) thus expended to the Association for reimbursement as a clearly identified, separate item on its next invoice to the Association.

3.I-54 DAMAGE OR LOSS TO NON-SYSTEM PROPERTY

Contractor shall bear the risk of loss or damage, arising from the actions or inactions of Contractor, to any property of the Association, its member agencies or third parties which is not considered part of the RFCS System ("Non-system Property"). Such risk of damage or loss to Non-system Property includes but is not limited to that arising from negligent acts or omissions, accident, acts of God, malfunctioning system property, system error, a malfunctioning card, misuse, theft, fraud, breaches of security, counterfeiting, tampering, vandalism, misconduct, or otherwise, and whether due to acts or omissions of its employees or third parties; provided,

however, Contractor shall not bear the risk of such damage and loss caused by the sole negligence or criminal acts of the employees of the Association's member agencies. Contractor shall provide appropriate protection for all such Non-system Property during performance of its obligations under the Contract.

Should Non-system Property be damaged, it shall be repaired or replaced at Contractor's expense to the satisfaction of the Association, and if applicable, to the satisfaction of the affected third party; provided, however, Contractor shall not bear the expense of such damage and loss caused by the sole negligence or criminal acts of the Association or its member agencies.

3.I-55 DAMAGE OR LOSS OF TRANSACTION DATA AND FUNDS

- (a) Contractor shall bear the risk of damage or loss to transaction data, coins, currency and other funds in any form, at whatever point of physical or electronic receipt, collection, smart card sale or revaluing, processing, allocation, storage, transfer or transmission. Such risk of damage or loss includes but is not limited to that arising from negligent acts or omissions, accident, acts of God, malfunctioning system property, system error, a malfunctioning card, misuse, theft, fraud, breaches of security, counterfeiting, tampering, vandalism, misconduct, or otherwise, and whether due to acts or omissions of its employees or third parties; provided, however, Contractor shall not bear the risk of such damage and loss caused by the sole negligence or criminal acts of the employees of the Association's member agencies. Nothing herein is deemed to supercede any provision in any Association contract with transit customers regarding the customers' responsibility for loss or damage; provided however that in the event of a dispute, the Contractor shall indemnify the Association in accordance with Section 3.1-57.
- (b) At all times, as between the Contractor and the Association, the Contractor shall be responsible for any risks of counterfeit smart cards, or smart cards that are otherwise modified in any unauthorized manner, and the Association shall have no obligation to verify the authenticity of any smart card or the value thereon. The Contractor's obligations to pay the Association for smart card transit transactions shall apply to all transactions processed, whether resulting from counterfeit or modified cards, or from misread or malfunctioning cards, or otherwise. In the event that counterfeiting or unauthorized modification becomes widespread, the Association shall reasonably cooperate with Contractor in its efforts to reduce the risk of counterfeiting, such as through a reasonable number of public notices, but in no event shall the Association have any obligation to verify the authenticity of cards.

3.I-56 DAMAGE OR LOSS OF SMART CARDS

At all times, as between Contractor and the Association, Contractor shall bear all risk of damage or loss to smart cards, and malfunctioning cards and shall promptly repair or replace same at Contractor's sole cost and expense (including the value embedded in same) in accordance with procedures approved by the Association. Such risk of damage or loss includes but is not limited to that arising from negligent acts or omissions, accident, acts of God, malfunctioning system property, system error, a malfunctioning card, misuse, theft, fraud, breaches of security, counterfeiting, tampering, vandalism, misconduct, or otherwise, and whether due to acts or omissions of its employees or third parties; provided, however, that the foregoing shall not apply to damage or loss directly caused solely by the negligence or criminal acts of employees of the Association's members. Nothing herein is deemed to supercede any provision in any Association member's contract with transit customers regarding the customers' responsibility for loss or damage; provided however that in the event of a dispute, the Contractor shall indemnify the Association in accordance with Section 3.1-57.

XIII. LEGAL RELATIONS

3.I-57 LEGAL RELATIONS

- (a) To the best of its ability, the Contractor shall comply, and shall ensure its subcontractors comply, with all appropriate resolutions and federal, state and local laws, regulations and ordinances applicable to the work and services to be performed under this Contract.
- (b) In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees, for any purpose, of any of the agencies participating in the Association. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to an Association employee under state or local law.

The Association assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify and save harmless the Association and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the

performance of this Contract.

- (c) The Contractor further agrees that it is financially responsible for and will repay the Association all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- (d) The Contractor and each of its members shall jointly and severally indemnify, defend and hold harmless the Association, the Agencies, the US Government, and their respective commissioners, directors, officers, agents, employees and independent contractors from and against any and all claims, liabilities, losses, damages, or expenses (including attorneys' fees and related costs), whether direct or indirect, arising out of or relating to: (a) the performance of its obligations under this Contract and any agreements related hereto or executed in connection with the transactions contemplated hereby, (b) the breach of any obligations, representations or warranties of Contractor under this Contract and any agreements related hereto or executed in connection with the transactions contemplated hereby, (c) the design, operation, or maintenance of the RFCS System, (d) any claims for personal injury or death or damage to property arising out of the design, operation or maintenance of the RFCS System; or (e) the ownership, possession or use of any intellectual property or proprietary rights and any claim of infringement or violation of intellectual property or proprietary rights, including but not limited to patent, copyright, trade secret, trademark, trade name, and/or otherwise results in unfair trade practice.

The foregoing indemnification obligation shall not apply to liability arising solely from adjudicated or admitted active negligence or willful misconduct of the Association, an Agency, their commissioners, directors, officers, agents, employees or independent contractors who are directly responsible to the Association, or for defects in design furnished by such persons.

If adjudicated or admitted active negligence or willful misconduct of the Association, an Agency or one or more of their commissioners, directors officers, agents, employees or independent contractors has contributed to a loss, the Contractor shall not be obligated to indemnify such party for the proportionate share of such claims, loss, damage, charge or expense caused by the active negligence or willful misconduct.

The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the Association only, any immunity that would otherwise be

available against such claims under the Industrial Insurance provisions of Title 51 RCW.

Contractor shall defend or settle claims or actions under the indemnification provisions herein at its own expense, but shall not settle any claims without the prior approval of the Association, which consent will not be unreasonably denied.

In the event the Association incurs any judgment, award and/or cost arising therefrom including attorney's fees to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the Contractor.

(e) The Contractor and each of its member entities, if the Contractor is a partnership, joint venture or other consortium, shall not assign or effectively transfer any interest, obligation or benefit in this Contract to a different entity, whether by sale of assets or stock, merger with another entity, assignment or notation, without prior written consent by the Association; provided, however, that claims for money due or to become due to the Contractor from the Association under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such claim assignment shall be furnished promptly to the Association.

The Association may assign this Contract, in whole or in part, to one of its participating agencies or any other entity by providing the Contractor with written notice thirty (30) days in advance. The Association may also assign to other governmental entities the right to purchase from the Contractor, under a separate contract, the goods and services which are the subject of this Contract on the same terms provided herein to the Association.

- (f) This Contract and all provisions hereof shall be interpreted and enforced in accordance with, and governed by, the applicable law of the State of Washington and of the United States of America. In the event any provision hereof is determined by a court of competent jurisdiction to be unenforceable or invalid then the meaning of that provision shall be construed, to the extent feasible, to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of the contract which shall remain in full force and effect unless the provisions that are invalid and unenforceable substantially impair the value of the entire Contract to any party. In such event the parties shall use their respective reasonable efforts to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Contract. To that extent, this contract is deemed severable.
- (g) Subject to exhaustion of the Conflict Resolution provisions set forth in Section 3.I-60, the exclusive jurisdiction and venue for conducting any legal actions arising under this Contract shall reside in either the Federal District Court for Western Washington or the Superior Court of the State of Washington situated in King County,

Washington, as appropriate. The Contractor hereby consents to personal jurisdiction and venue in said courts and waives any right which it might have to conduct legal actions involving the Association or its members in other fora.

XIV. GENERAL TERMS AND CONDITIONS

3.I-58 TERMINATION OF CONTRACT

If this Contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be determined in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this Contract.

- The Association for its convenience may terminate this Contract, in whole or in (a) part, at any time by written notice sent certified mail (return receipt requested) to the Contractor. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the Notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the Association, the Contractor will account for the same and dispose of it in the manner the Association directs. All termination payment requests are subject to cost/price analysis to determine reasonableness and compliance with the Contract; the Contract termination agreement, and applicable laws and regulations.
- (b) In addition to termination for convenience, if the Contractor fails to comply with the contract schedule, the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other material provisions of the Contract, the Association may terminate this Contract, in whole or in part, for default. Termination shall be effected by service a Notice of Termination by certified mail (return receipt requested) on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination; provided that the Contractor shall have ten (10) calendar days to cure the default. The Contractor will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract less any damages to the Association caused by such default. All termination payment requests are subject to cost/price analysis to determine reasonableness and compliance with the Contract; the Contract termination agreement, and applicable laws and regulations.

(c) If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date of this contract or in any amendment hereto, the Association may, upon written notice to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated as provided in this Subsection: (1) the rights, duties and obligations of both parties shall be the same as those specified in Part (a) of this Section regarding termination of convenience; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

(d) Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

3.I-59 FORCE MAJEURE

The term "force majeure" shall include, without limitation by the following enumeration: acts of Nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, strikes and any other industrial, civil or public disturbance, that are not reasonably within the control of a party, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure, to perform or comply with any obligation or condition of this contract then, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance and compliance and restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the Association shall be entitled to exercise remedies otherwise provided for in this Contract, including termination for default.

3.I-60 DELAY/INTERRUPTION RESULTING FROM A FORCE MAJEURE EVENT

The Contractor shall be granted an extension of time for delays and shall not be assessed with liquidated damages for any portion of the delay in completion of the work or interruption in the delivery of service caused by Force Majeure Events; provided that the Contractor established that the work/service would have been timely completed or delivered but for the Force Majeure event, that the Contractor has taken reasonable precautions to prevent delays/interruptions to such causes and provided that the Contractor shall strictly comply with the notice and the other claims procedures set forth in this document. Force Majeure events for which extensions of time have been granted shall not be the basis for additional compensation for any Contractor's costs.

3.I-61 Nondiscrimination

King County Code Chapters 12.16 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; <u>provided</u> however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and <u>provided further</u> that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.

(a) During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in

the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.

The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations which prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.

- (b) If the Contractor fails to comply with King County Code Chapter 12.16, such failure shall be deemed a violation of this Chapter and a material breach of this Contract. Such breach shall be grounds for cancellation, termination or suspension of this Contract, in whole or in part and may result in the Contractor's ineligibility for further contracts with the Association and/or its participating agencies.
- (c) During the performance of this Contract, neither the Contractor nor any party subconsulting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
 - 1. employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - 2. employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - 3. employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupation qualification;
 - 4. employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 - 5. employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by King County Code Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any

investigation, proceeding or hearing initiated under the provisions of King County Code, Chapter 12.18;

- 6. publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of King County Code Section 12.18.030 C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
- 7. employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. the employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. the employer informs employees of the requirement and the consequences of violating the rule.

(d) Affirmative Action Reporting

1. The Contractor entering into a Contract or agreement valued at \$25,000 or more shall submit to the Association a total personnel inventory employment profile providing minority, female, and disabled employment data.

The Contractor shall complete the employment profile form provided by the Association and submit the completed form upon the Association's request.

2. The Contractor entering into a Contract with the Association valued at more than \$25,000, or Contracts which in the aggregate have a value to the Contractor of more than \$25,000, shall submit an affidavit of compliance in the form provided by the Association, demonstrating its commitment to comply with the provisions of King County Code, Chapter 12.16.

The Contractor shall complete the affidavit of compliance provided by the Association and attach the original, notarized, completed form to this Contract. Subject to the provisions of K.C.C. 12.16.060, a Contractor's personnel inventory report shall be effective for two years after the date on which the report was submitted.

If the Contractor engages in unfair employment practices as defined above, remedies as set forth in KCC 12.18 shall be applied.

3.I-62 AUDITS AND EVALUATION

- (a) The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review or audit by the Association, or its designee, and/or federal/state officials so authorized by law during the performance of this Contract and six (6) years after termination hereof.
- (b) The Contractor shall provide right of access to its facilities, including those of any subcontractor, to the Association, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. It is the Association's intent to provide reasonable advance notice (72 hours) to the Contractor prior to any audits to be conducted by the Association; however, the Association reserves the right to conduct unscheduled and unannounced audits during the term of the Contract.
- (c) The Contractor agrees to cooperate with the Association or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- (d) If the Contractor receives a total of \$25,000 or more in federal financial assistance during its fiscal year, from the Association, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. The Contractor shall provide one copy of the audit report to each agency within the Association providing federal financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year.

3.I-63 MAINTENANCE OF RECORDS

- (a) The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the Association to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract.
- (b) These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

3.I-64 Section 504 and Americans with Disabilities Act

The Contractor shall complete a Disability Self Evaluation Questionnaire regarding its ability to provide programs and services to persons with disabilities mandated by Section 504 of the Rehabilitation Act of 1973, as amended, (504) and the Americans with Disabilities Act of 1990 (ADA). The Contractor will prepare a Corrective Action Plan for the structural and/or programmatic changes necessary at its premises for compliance with Section 504 and the ADA. The Contractor shall return a notarized Disability Assurance of Compliance form and-the Corrective Action Plan within ninety (90) days of notifying the Association of facilities that will be used for the Project. The Disability Assurance of Compliance form and the Corrective Action Plan must be reviewed by the King County Office of Civil Rights and Compliance before the Contract will be signed.

Please note that if the Contractor has previously submitted the Disability Assurance of Compliance form and Corrective Action Plan to the County, it is exempt from filing the Disability form for the current contractual year, provided that the Contractor is in the same location. In this instance, the Contractor will attach a <u>copy</u> of the original signed Assurance of Compliance form affirming continued efforts to comply with Section 504 and the ADA of 1990.

3.I-65 RECYCLED PRODUCT PROCUREMENT POLICY

It is the policy of the Association to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Contractors able to supply products containing recycled materials which meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Contractor shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper.

If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Contractor may notify the Association, who may waive the recycled paper requirement.

The Contractor shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

3.I-66 CONFLICT RESOLUTION

- (a) The Contractor and the Association shall attempt to informally resolve all disputes prior to initiation of the claims procedures provided herein.
- (b) In an instance where the Contractor and the Association are not able to resolve a dispute informally, the Contractor may submit a written statement of its position or interpretation of the Contract, requesting a formal written determination from the Contract Administrator.
- (c) At the mutual agreement of the parties, mediation methods and services may be used to assist in conflict resolution.
- (d) Failure by the Association to pay any amount in dispute shall not alleviate, diminish or modify in any respect the Contractor's obligation to perform under the Contract Documents, including the Contractor's obligation to achieve Final Acceptance of the RFCS and to complete all work in accordance with the Contract Documents, and the Contractor shall not cease or slow down its performance under the Contract Documents on account of any such amount.

3.I-67 NOTICE

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing.

Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

3.I-68 ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the Association, which shall be attached to the original Contract.

3.I-69 CONTRACT AMENDMENTS

Either party may request changes to this contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this contract.

3.I-70 PAYMENT PROCEDURES

Payments shall be made by the Association to the Contractor only after the Contractor submits an invoice to the Association. No more than one (1) invoice may be submitted per month. Within thirty (30) calendar days after receipt of an approved invoice the Association will pay the Contractor in accordance with the terms of this Contract for authorized services and/or materials satisfactorily delivered or performed. Acceptance of such payment by the Contractor shall constitute full compensation for all supervision, labor, supplies, materials, work, services, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor.

In addition to and without waiver of any other available remedies, the Association may withhold, deduct, nullify, or back-charge, in whole or in part, any payment or payments due or that have been paid to the Contractor as may be necessary to protect or cover the Association from any loss, cost, or damage arising from or related to any failure or any reasonably anticipated failure of the Contractor to perform in accordance with the Contract, including but not limited to:

- (a) Failure of the Contractor to submit or obtain acceptance of a Project Schedule and any updated Schedules;
- (b) Defective or non-conforming Work;
- (c) Costs incurred by the Association to correct, repair or replace defective or non-conforming Work, or to complete the Work;
- (d) Failure to maintain records or documents as required;

- (e) Failure to comply with all applicable Federal, State and local laws, statutes, regulations, codes, licenses, easements, and permits;
- (f) Failure to obtain and maintain applicable permits, insurance, bonds and letters of credit;
- (g) Failure of the Contractor to repair damaged materials, equipment or property;
- (h) Any delay in performance or failure to meet any contract milestone dates;
- (i) Failure to supply deliverables in accordance with contract requirements; and
- (j) Failure to timely provide intellectual property documentation.

The withholding, deduction, nullification, or back-charge of any payment(s) by the Association shall in no way relieve the Contractor of any of its obligations under this Contract.

3.I-71 WORK AND MATERIALS OMITTED

The Contractor shall, when ordered in writing by the Association, omit goods and/or services to be furnished under this contract, and the value of the omitted work and material will be deducted from the purchase price. The value of omitted work, services and material will be a lump sum or unit price, mutually agreed upon in writing by the Contractor and the Association. If the parties cannot agree on an appropriate deduction, the Association reserves the right to issue a unilateral change order adjusting the price and the Project Implementation Schedule.

3.I-72 CHARGES TO CONTRACTOR

Charges which are the obligation of the Contractor under the terms of the contract shall be paid by the Contractor to the Association on demand and may be deducted by the Association from any money due or to become due to the Contractor under the contract and may be recovered by the Association from the Contractor.

3.I-73 TAXES, LICENSES, AND CERTIFICATE REQUIREMENTS

This contract and any of the services or supplies provided hereunder are contingent and expressly conditioned upon the ability of the Contractor to provide the specified service or supplies consistent with federal, state and local law and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this contract becomes effective, the Contractor shall notify the Association immediately of such condition in writing.

The Contractor shall maintain and be liable for all taxes, fees, licenses and costs as may be required by federal, state and local laws and regulations for the conduct of business by the Contractor and any subcontractors and shall secure and maintain such licenses and permits as may be required to provide the services or supplies under this contract.

3.I-74 LETTER OF CREDIT

Simultaneously with its execution of this Agreement, the Contractor shall deliver to the Association an irrevocable letter of credit, as described below, to guarantee the Contractor's faithful performance of this Agreement. Said letter of credit shall be maintained in effect through the term of the Contract. The stated amount of such letter of credit shall be \$10,000,000.

The letter of credit shall be an irrevocable, unconditional letter of credit issued by a bank acceptable to the Association. The letter of credit shall be presentable at a branch of the bank located in Seattle, Washington. The form of the letter of credit and the issuing bank shall be approved in advance by the Association.

If the letter of credit has an expiration date prior to the expiration date of this Contract, it shall contain the following endorsement:

This letter of credit is automatically renewed for a period equal to its original term unless, no less than forty-five (45) days prior to expiration, (Bank) gives written notice to Contract Administrator, ______ (address) by certified mail, return receipt requested, that the letter of credit is not being renewed. This provision for automatic renewal applies to each renewal period.

If the Association draws against the letter of credit, the Contractor shall, not later than three business days following the date of such drawing, deliver to the Association an additional or replacement letter of credit. The Contractor shall be required to furnish such additional or replacement letter(s) of credit irrespective of whether it disputes the actions taken by the Association. Notwithstanding any provisions of this Contract to the contrary, Association shall not be required to notify the Contractor as a precondition to drawing on the letter(s) of credit. No draw by the Association shall be deemed to be a waiver of any other rights or remedies available to the Association under this Contract, or at law or in equity.

If the bank issuing the letter of credit shall become insolvent or bankrupt or if in the Association's sole discretion determines that the issuing bank is no longer qualified to satisfy the letter of credit, the Association may require on ten days written notice that the Contractor furnish a replacement irrevocable letter of credit in the same amount as set forth above from another bank satisfactory to the Association and in a form

satisfactory to the Association.

3.1.75 DISCLOSURE

Pursuant to King County Code 3.04.120, the Contractor shall file a disclosure statement with the Board of Ethics and the King County Executive.

4. INSURANCE

4.I-1 INSURANCE REQUIREMENTS

4.I-1.1 General Requirements

By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representative, employees, and/or subcontractors. The cost of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract.

For All Coverages:

- Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.
- If coverage is approved and purchased on a "claims made" basis, the Contractor
 warrants continuation of coverage, either through policy renewals or the purchase
 of an extended discovery period, if such extended coverage is available, for not
 less than three years from the date of completion of the work which is the subject
 of this Contract.
- By requiring such minimum insurance, the Association shall not be deemed or
 construed to have assessed the risks that may be applicable to the Contractor
 under this contract. The Contractor shall assess its own risks and, if it deems
 appropriate and/or prudent, maintain greater limits and/or broader coverage.

4.I-1.2 Minimum Scope Of Insurance

Coverage shall be at least as broad as:

(a) General Liability:

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering **COMMERCIAL GENERAL LIABILITY.**

(b) Professional Liability:

Professional Liability, Errors and Omissions coverage.

In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services", for the purpose of this Contract section shall mean any services provided by a licensed professional.

(c) Automobile Liability:

Insurance Services Office form number (CA 00 01 Ed. 12-90) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

(d) Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law.

4.I-1.3 Minimum Limits Of Insurance

The Contractor shall maintain limits no less than, for:

- (a) General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$5,000,000 aggregate limit.
- (b) Professional Liability, Errors and Omissions: \$1,000,000 for each claim and \$5,000,000 aggregate.
- (c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (d) Workers' Compensation: Statutory requirements of the State of residency.
- (e) Fiduciary Liability: Coverage for losses of money and property as a result of theft, burglary, forgery, alteration, disappearance and destruction. Limit equal to maximum funds in custody at any time including investments.
- (f) Crime Coverage: Limit equal to maximum loss possible as the result of theft by an employee.

4.I-1.4 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the Association. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the Association and shall be the sole responsibility of the Contractor.

4.I-1.5 Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

(a) General Liability Policy:

- The Association, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract.
- To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the Association, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the Association, its officers, officials, employees or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
- The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(b) All Policies:

• Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice, has been given to the Association.

4.I-1.6 Acceptability of Insurers

Unless otherwise approved by the Association,

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the Association.

If at any time of the foregoing policies shall be or become unsatisfactory to the Association, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Association, the Contractor shall, upon notice to that effect from the Association, promptly obtain a new policy, and shall submit the same to the Association, with the appropriate certificates and endorsements, for approval.

4.I-1.7 Verification of Coverage

The Contractor shall furnish the Association with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the Association and are to be received and approved by the Association prior to the commencement of activities associated with the Contract. The Association reserves the right to require complete, certified copies of all required insurance policies at any time.

4.I-1.8 Subcontractors

The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

4.I-2 CERTIFICATE OF INSURANCE

The Association requires use of the standard insurance coverage form. Reference the insurance requirements for specific coverages required.

5. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

5.I-1 FEDERAL CHANGES

The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the grant agreements between the Association and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Failure by the Contractor to so comply shall constitute a material breach of this Contract. In the event any such changes significantly affect the cost or schedule to perform the work, the Contractor shall be entitled to submit a claim for an equitable adjustment under the applicable provisions of this Contract.

5.I-2 NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Association and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Association, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in while or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5.I-3 DISADVANTAGED BUSINESS PARTICIPATION

It is the policy of the US Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (STURAA of 1987), shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract. Consequently, the requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987 apply to this Contract.

The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Contract. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR

Part 23 to ensure that disadvantaged businesses have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, sex, religion, age or physical handicap in the award and performance of subcontracts.

As a material part of its performance of this Contract, the Contractor shall comply with the provisions and requirements set forth in this Contract related to participation by disadvantaged businesses.

5.I-4 CIVIL RIGHTS

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), and subcontractors agree as follows:

A. NONDISCRIMINATION

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §200d, section 3 03 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this Contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the US Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive

orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project for which this Contract work is being performed. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 2. <u>Age</u> -- In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §\$623 and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3. <u>Disabilities</u> -- In accordance with section 102 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. SUBCONTRACTS

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

5.I-5 BUY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. §5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver listed in 49 CFR §661.7.

5.I-6 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(a) Overtime Requirements

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week. (29 CFR § 5.5(b)(1)).

(b) Payrolls and basic records

Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the U. S. Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project). Such records shall contain the name, address and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR §5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

5.I-7 ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide the Association, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making and conducting audits, inspections, examinations, excerpts and transcriptions.

The Contractor also agrees, pursuant to 49 CFR §633.17, to provide the FTA Administrator or his or her authorized representatives, including any Project Management Oversight (PMO) contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. §5302(a)1, which is receiving federal financial assistance through the programs described in 49 U.S.C. §\$5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain such books, records, account and reports until the Association, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

5.I-8 CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS

Pursuant to 46 CFR Part 381, the following provisions are applicable in the event equipment, materials or commodities will be or are transported by ocean vessel in carrying out the work under this Contract. In such event, the Contractor agrees as follows:

- A. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on board" commercial ocean bill-of-lading in English for

each shipment of cargo described in subparagraph A above to the Association (through the Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street SW, Washington, D.C. 20590, marked with appropriate identification of the project.

C. To insert the substance of the provisions of this clause in any subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

5.I-9 SUBCONTRACTORS' CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION

- A. The Contractor shall include in each subcontract exceeding \$100,000, regardless of tier, a clause requiring each lower tiered subcontractor to provide the Certification set forth in paragraph B of this section. Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall not knowingly enter into any lower tier subcontract exceeding \$100,000 with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds. If a proposed subcontractor is unable to certify to the statements in the following certification, the Contractor shall promptly notify the Association and provide all applicable documentation.
- B. Each subcontractor with a subcontract exceeding \$100,000 shall certify as follows:

Subcontractor's Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- 1. ______("subcontractor") certifies, by submission of its proposal to _______("Contractor"), that neither it nor its "principals" [as defined in 49 CFR §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracts by any Federal department or agency.
- 2. If subcontractor is unable to certify to the statements in this certification, subcontractor has attached a written explanation to its proposal to the Contractor.

5.I-10 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 *et seq.* and US Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5.I-11 ENVIRONMENTAL REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

(a) Clean Air

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 *et seq.* The Contractor agrees to report each violation to the Association. The Association will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 under this Contract.

(b) <u>Clean Water</u>

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 *et seq.* The Contractor agrees to report each violation to the Association. The Association will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 under this Contract.

(c) <u>Energy Conservation</u>

The Contractor shall comply with mandatory standards and policies on energy efficiency contained in the Washington State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§6321 *et seq.*).

5.I-12 RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. §6962, including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

5.I-13 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions in this Section 5 include, in part, certain Standard Terms and Conditions required by the US Department of Transportation (DOT), whether or not expressly set forth in the preceding provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996 as it may be amended from time to time, are hereby incorporated in this Contract by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the Association which would cause the Association to be in violation of the FTA terms and conditions.

5.I-14 RIGHTS IN DATA AND COPYRIGHTS

- (a) The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
- (b) The following restrictions apply to all subject data first produced in the performance of this contract:
 - 1. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Association, until such time as the Association may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to contracts with an institution of higher learning.
 - 2. As authorized by 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for government purposes:
 - a. Any subject data developed under a grant, cooperative agreement, subgrant, sub-agreement, or third party contract, whether a copyright has been obtained; and
 - b. Any rights of copyright to which a Contractor purchases ownership with federal assistance.
- (c) When FTA provides assistance to agencies participating in this Association for a contract involving planning, research, development, or a demonstration, it is generally FTA's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the contract to those parties that have participated therein. Therefore, unless FTA determines otherwise, the Contractor understands and agrees that, in addition to the rights set forth in this subsection, FTA may make available to any FTA recipient, subrecipient, third-party Contractor, or third party

subcontractor, either FTA's license in the copyright to the subject data derived under this contract or a copy of the subject data first produced under this contract. In the event that this contract is not completed for any reason whatsoever, all data developed under this contract shall become subject data as defined in this subsection and shall be delivered as the Association may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use which costs are financed with capital funds (sections 3, 9, 16, 18 or 25 of the Federal Transit Act, as amended, or Title 23 capital funds).

- (d) Unless prohibited by State law, the Contractor agrees to indemnify, save and hold harmless the Association and the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this contract. The Contractor shall not be required to indemnify the Association or the Federal Government for any such liability arising out of the wrongful acts of employees or agents of the Association or the Federal Government.
- (e) Nothing contained in this section on rights in data shall imply a license to the Association or the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Association or the Federal Government under any patent.
- (f) The requirements of paragraphs B, C, and D of this subsection do not apply to material furnished to the Contractor by the Association and incorporated in the work carried out under the contract; provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

6. GENERAL INFORMATION AND SCOPE OF WORK

See Division II and III Documents

ATTACHMENT A

PROPOSAL RESPONSE FORM

Proposer's Declarations and Statement of Understanding

submit the for Proposer's su acknowledge	ollowing Proposal. The Proposer understan upporting documents constitute parts of the	clares that he/she has read the RFP #98-069 and has authority to ds that, in addition to this Proposal Response Form, the RFP and he Proposal and are incorporated herein by reference. Propose have been delivered and have been taken into account as par made part of our Proposal.
Proposer her as the person	reby designates n to contact for additional information abou	t our Proposal.
	DEC	CLARATION
	this Proposal, I hereby declare, under pertendents are true and correct:	enalty of perjury under the laws of the United States that the
into		or corporation has (have) not, either directly or indirectly, entered ion, or otherwise taken any action in restraint of free competitive or this Proposal is submitted.
	signing the signature page of this Proposal agreed to the provisions of this declaration	, the undersigned business organization is deemed to have signed and authorized the signature below.
age pro suc Pro	encies participating in this contract whose espective agreement, and who was assisting the a person nor any member of his or her in	ot been assisted by any current or former employee of any of the duties relate now or have related in the past to this Proposal or g in other than his or her official public capacity. Neither does mediate family have any financial interest in the outcome of this are described in full detail on a separate page and attached to this
Internal Rever	nue Service (IRS) Reporting Requirements	
Check one: □	l Corporation; ☐ Partnership; ☐ Sole Proprietor	r; 🗆 Other
Provide one:	Federal Tax Number	Social Security Number
Identify:	Business License Number _	
What is the of	fficial name registered with the IRS for this num	ber:
		Firm Name:
		Address:
		City, State, Zip:
		Phone Number:
		Authorized Signature:

ATTACHMENT B

PRICE PROPOSAL SUBMITTAL FOR RFP NO. 98-069

RFP SUBJECT: REGIONAL FARE COORDINATION PROJECT SMART CARD SYSTEM PROCUREMENT

The undersigned Proposer hereby agrees to provide the services and materials in accordance with the specifications and addenda issued under the above RFP.

The Proposer shall submit its Price Proposal on the attached Price Sheets. The Price Proposal and Price Sheets are to be submitted in a separate volume from the rest of the Proposal document as specified in Section 2.I-4.3.

Follow the instructions for completing the Price Sheets, including explanatory notes and supporting price/cost details. Proposers may use duplicate or additional sheets as necessary, but do not change the formats.

Name of Individual, Partner or Corporation
Authorized Signature
Title



ATTACHMENT C AFFIDAVIT AND CERTIFICATE OF COMPLIANCE REGARDING EQUAL EMPLOYMENT OPPORTUNITY CONTRACT NO

	COMMICT 110	
STATE OF Washington)	
) ss.
COUNTY OF _King)

The undersigned, being first duly sworn, on oath states to King County, on behalf of the vendor, as follows:

- A. This Sworn Statement Regarding Equal Employment Opportunity constitutes the vendor's plan of affirmative action to be followed in the event a contract is awarded to the vendor to ensure equal opportunity in employment is afforded by the vendor and the vendor's subcontractors while providing specific materials and supplies or consulting or construction services for King County.
- B. The vendor agrees that submission of the Sworn Statement constitutes an acknowledgment of the equal employment opportunity requirements as set forth in King County Ordinance 11992, as amended, which provisions are incorporated herein by this reference.
- C. The vendor hereby designates the following as the person who has been charged by the vendor with the responsibility for carrying out the reporting the vendor's compliance with this plan of affirmative action:

Name			
Title			

- D. The vendor gives assurance that this plan of affirmative action will be communicated to supervisors and other employees of the vendor.
- E. The vendor assures that new hires will include minorities, women and persons with disabilities.
- F. The vendor assures that it will proceed in good faith and make every reasonable effort to comply with the employment goals established in the King County Code and as provided in the contract specifications.
- G. The vendor assures that it shall correct deficiencies of under-represented persons at all levels of the workforce by considering under-represented persons to fill new hire or rehire positions.
- H. The vendor assures that it will make continuing effort to recruit minorities, women and persons with disabilities, and to advertise employment opportunities in a way which will effectively reach minorities, women and persons with disabilities.
- I. The vendor assures that it will communicate to subcontractors and labor unions its affirmative action obligations. As evidence of the communication required by the King County Code, the vendor provides the following:
 - Signed statement from union regarding equal employment opportunity
 - Signed statement from employee referral agency regarding equal employment opportunity
 - Subcontractor Affidavit(s) and Certificate(s) of Compliance Regarding Equal Employment Opportunity
 - Signed statement from subcontractor union regarding equal employment opportunity
 - Signed statement from subcontractor employee referral agency regarding equal employment opportunity
- J. The vendor agrees that it will not discriminate against any employee or applicant for employment because of religion, color, race, sex, sexual orientation, age, national origin, or the presence of any sensory, mental or physical disability, nor tolerate harassment based on any of these categories, unless based upon a bona fide occupational qualification. The vendor will take affirmative action to ensure that applicants and employees are treated, without regard to their creed, color, race,

religion, sex, sexual orientation, age, national origin, or the presence of such disability. Such affirmative action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The vendor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

Name of Firm:_			
By:	 	 _	

ATTACHMENT D

SWORN STATEMENT REGARDING DISADVANTAGED BUSINESS ENTERPRISE SOLICITATION AND UTILIZATION COMMITMENT

	gned, represer er") as follows	nts on behalf ofs:	(hereinafter called		
	A.	The Proposer hereby designates:			
		Name:			
		Title:			
		Address: Phone No.:			
		as the person who has been charged by the Proposer with the re out and reporting the Proposer's compliance with DBE program			
	B.	The Proposer affirms that all documentation submitted herewith is	s true and accurate.		
	C.	The Proposer has identified and contacted DBEs and has received	responses.		
	D. The Proposer understands that as a prerequisite to contract away produce letters of intent or subcontract agreements substantiall commitments identified in the Proposal.				
	E.	The names of all participants (prime, joint venture agreement which the Proposer plans to award subcontracts, if awarded percentage of such subcontracts are as follows:			
<u>Firm</u>		Certified Status Description of Work	% of Project		
TOTAL CO	OMMITMEN	VT - % of Disadvantaged Business Enterprise Participation:	<u>%</u>		
	Name of Pr	roposer			
	Ву:				

ATTACHMENT E

CURRENT OR FORMER EMPLOYEE DISCLOSURE FORM

(Submit to the Association only when applicable)

1.	Identify current or former employees of the agencies participating in the Association, or former en Municipality of Metropolitan Seattle ("Metro") involved in the preparation of this Proposal or performance of the work or services to be provided on this contract.		
	Name of current or former Employee:		
2.	The Contractor is responsible for notifying the Association's Contract Administrator of curremployees who become involved in the contract any time during the term of the contract:	rent or former	ſ
	Name of Firm:		
	Authorized Signature:		
	Printed Name:		
	Title:		
	Date:		

ATTACHMENT F CERTIFICATION REGARDING LOBBYING

The undersigned ("Proposer") certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for i making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.* apply to this certification and disclosure, if any.

Signature of Proposer's authorized official	Name of Proposer			
Title of Proposer's authorized official		Address of Proposer		
Date certification signed	City	State		

ATTACHMENT G DISCLOSURE FORM TO REPORT LOBBYING DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S. C. 1352 (See reverse for public burden disclosure.)

4. Name and Address of Reporting Entity: Prime Subawardee Subaw	Type of Federal Action: □ a. contract □ b. grant □ c. cooperative agreement □ d. loan □ e. loan guarantee □ f. loan insurance	2. Status of Federal Ac □ a. bid/offer/applica □ b. initial award □ c. post-award		3. Report Type: □ a. initial filing □ b. material change For material change only: year quarter Date of last report:
Congressional District, if known: 6. Federal Department/Agency: 7. Federal Program Name/Description: CFDA Number, if applicable: 8. Federal Action Number, if known: 9. Award Amount, if known: \$ 10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI): 11. Amount of Payment (check all that apply): 12. Form of Payment (check all that apply): 13. Type of Payment (check all that apply): 14. Brief Description of Services Performed or to be Performed and date(s) of service, including officer(s), employee(s), or member(scontacted, for payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A attached): □ Yes □ No 15. Continuation Sheet(s) SF-LLL-A attached): □ Yes □ No 16. Information requested through this form is authorized by title attached above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC § 1352. This information wilb er perorted to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$110,000 and not more than \$100,000 of for more than \$100,000 of	☐ Prime ☐ Subawardee		5. If Reporting Entity Name and Address o	in No. 4 is Subawardee, Enter f Prime:
CFDA Number, if applicable:	Congressional District, if known:		Congressional Distric	ct, if known:
8. Federal Action Number, if known: 9. Award Amount, if known: \$ 10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI): 11. Amount of Payment (check all that apply): 12. Form of Payment (check all that apply): 13. Type of Payment (check all that apply): 14. Brief Description of Services Performed or to be Performed and date(s) of service, including officer(s), employee(s), or member(s contacted, for payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A attached): □ Yes □ No 16. Information requested through this form is authorized by title 31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC § 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for	6. Federal Department/Agency:		7. Federal Program Na	nme/Description:
S			CFDA Number, if ap	pplicable:
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI): 11. Amount of Payment (check all that apply): 12. Form of Payment (check all that apply): 13. Type of Payment (check all that apply): 14. Brief Description of Services Performed or to be Performed and date(s) of service, including officer(s), employee(s), or member(s contacted, for payment indicated in Item 11: 15. Continuation Sheet(s) SF-LLL-A attached): Yes No 16. Information requested through this form is authorized by title 31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC § 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$10,000 for	8. Federal Action Number, if known:		9. Award Amount, if l	known:
(If individual, last name, first name, MI): If different from No. 10a) (Last name, First name, MI): It amount of Payment (check all that apply): It amount of			\$	
11. Amount of Payment (check all that apply):				
a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: 12. Form of Payment (check all that apply): a. cash b. in kind; specify: nature value 14. Brief Description of Services Performed or to be Performed and date(s) of service, including officer(s), employee(s), or member(scontacted, for payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary) 15. Continuation Sheet(s) SF-LLL-A attached): Yes No 16. Information requested through this form is authorized by title 31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC § 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for			(Last name, First nan	ne, MI):
□ a. cash □ b. in kind; specify: nature value	11. Amount of Payment (check all that apply):		□ a. retainer □ b. one-time fee □ c. commission □ d. contingent fee □ e. deferred	
(Attach Continuation Sheet(s) SF-LLL-A, if necessary) 15. Continuation Sheet(s) SF-LLL-A attached): □ Yes □ No 16. Information requested through this form is authorized by title 31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC § 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for	□ a. cash □ b. in kind; specify: nature			
15. Continuation Sheet(s) SF-LLL-A attached): ☐ Yes ☐ No 16. Information requested through this form is authorized by title 31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC § 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for		to be Performed and da	te(s) of service, includin	g officer(s), employee(s), or member(s)
16. Information requested through this form is authorized by title 31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC § 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for		(Attach Continuation S	Sheet(s) SF-LLL-A, if ne	cessary)
31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC § 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for	15. Continuation Sheet(s) SF-LLL-A attached)	Г		
	31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC § 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil		Print Name: Title: Telephone No:	

ATTACHMENT G

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing to title 31 USC section 1352. The filing of a form is required for each payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal
 action.
- 2. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subaward of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at lease one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Proposal (RFP) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full name, of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI)
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- Check the amount of box(es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- Check whether or not an SF-LLL-A Continuation Sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT H BUY AMERICA CERTIFICATE

Pursuant to Subsection 5.I-5, the Proposer shall complete and submit this Buy America

Certificate with its Proposal under this Request for Proposals. ********* CERTIFICATE OF COMPLIANCE WITH 49 U.S.C. §5323(j)(1) The Proposer hereby certifies that it will comply with the requirements of 49 U.S.C. §5323(j)(1) and the applicable regulations in 49 CFR Part 661. Signature: Company Name: _____ Title:_____ OR CERTIFICATE OF NON-COMPLIANCE WITH 49 U.S.C. §5323(j)(1) The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. §5323(j)(1), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. §5323(j)(2)(B) or (j)(2)(D) and applicable regulations in 49†CFR†§661. Signature: Company Name:

ATTACHMENT I

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION -LOWER-TIER COVERED TRANSACTIONS

The Lower-Tier Participant (potential sub-grantee or sub-recipient under a Federal Transit Administration (FTA) project, potential third-party Contractor, or potential subcontractor under a major third-party contract), certifies, by submission of this Proposal, that neither it nor its principals are presently certifies, by submission of this Proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Lower-Tier Participant will not knowingly enter into any lower-tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. The prospective Lower-Tier Participant agrees by submitting this proposal that it will include this requirement in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions. If the Lower-Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party Contractor, or potential subcontractor under a major third-party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Proposal. THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-Agreement UNDER AN FTA PROJECT, POTENTIAL THIRD-PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 USC SECTIONS 3801, ET SEQ., ARE APPLICABLE THERETO. Name of Firm: Authorized Signature: Printed Name:

ATTACHMENT J

AGREEMENT

THIS AGREEMENT, made thisAssociation, and	day of	, 19, by and between the (hereinafter "Contractor.")
WHEREAS, the Association has caused of	NESSETH: contract documents f	or:
Contract No.:		
Contract Title:	<u>_</u>	
to be prepared for certain work as described therein; and	d	
WHEREAS, the Contractor has assured experience necessary to properly perform the work in functions and features required for the work; and		
WHEREAS, the Association has accepte with the contract's terms, specifications and Proposal do		offer to perform the work in accordance
WHEREAS, by executing this Agreemen immunity under industrial insurance, Title 51 RCW, as by the parties;		
NOW THEREFORE, in consideration of contained and to be performed, the Contractor hereby a conditions herein contained, and to assume and performentation, and the Association agrees to pay the Contractor, and the performance of the covenants set forth	agrees to complete them all of the covenar ractor the contract pr	e work at the price and on the terms and its and conditions herein required of the
THE FURTHER TERMS, CONDITION following Attachment parts each of which is attached Orders; Standard Terms and Conditions; Insurance Requiremental Information and Functional Specifications; Attached Proposal Addenda; Proposal; and Request for Proposal.	d hereto and by this irements; Federal Tra	reference made a part hereof: Change ansit Administration (FTA) Requirements
COMPANY NAME:		
		THE ASSOCIATION
ACCEPTED BY:		APPROVED BY:
Signature		Signature
Name and Title (Print or Type)		Name and Title (Print or type)
Date Accepted:		Date Accepted:
		Approved as to form only:
Deputy Prosecutor		
DEDUCE FLOSECHIOF		

ATTACHMENT K

D D		• .		4 4 •	a
Project D	esign, Deve	lopment ar	ıd Imple	mentation	Schedule

{Insert schedule here from file "schedule.mpp}